

**STATE OF CONNECTICUT  
DEPARTMENT OF INFORMATION TECHNOLOGY  
101 East River Drive  
East Hartford, CT 06108**

**RFP04ITZ0047 – CT Department of Public Works  
Computer Aided Facility Management System**

**October 22, 2004**

**AMENDMENT # 1**  
provides the following:

1. Listing of Vendor Conference Attendees
2. Question & Answer Document

Note: A signature line has been included below. A copy of this page signed in ink is required with the Proposal to show that vendors have received this Amendment.

---

**VENDOR'S SIGNATURE ACKNOWLEDGING RECEIPT**

(This page should be signed and returned WITH PROPOSAL. If vendor fails to submit signed Amendment, vendor will still be responsible for adhering to its content)

APPROVED: \_\_\_\_\_

**HOLLY MILLER-SULLIVAN  
DIRECTOR  
CONTRACTS AND PURCHASING DIVISION**

<b>NAME/TITLE</b>	<b>COMPANY NAME</b>	<b>COMPANY ADDRESS</b>	<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>	<b>E-MAIL ADDRESS</b>
Steven J. Anderson Vice President	Applied Geographics, Inc.	48 Purnell Place, Suite 16 Manchester, CT 06040	(860) 643-4401 Ext. 302	(860) 643-8028	<a href="mailto:sanderson@appgeo.com">sanderson@appgeo.com</a>
Gerald A. Baseel Client Executive	IBM	One Financial Plaza, 12 <sup>th</sup> Fl. Hartford, CT 06103	(860) 275-5570	(860) 275-5508	<a href="mailto:gbaseel@us.ibm.com">gbaseel@us.ibm.com</a>
Keith D. Daley Account Executive	SMS	100 Progress Parkway Conklin, New York 13748	(508) 541-7142	(508) 528-4265	<a href="mailto:kdaley@smsplus.com">kdaley@smsplus.com</a>
Andrew Gasper Vice President	Entegram	5 Waterside Crossing Windsor, CT 06095	(860) 687-9906	(860) 687-9909	<a href="mailto:DGasper@entegram.com">DGasper@entegram.com</a>
Bill Jordon Division Manager	Tecton/FM Innovations	One Hartford Square West Hartford, CT 06106	(860) 548-0802 Ext. 237	(860) 249-2531	<a href="mailto:billj@fminnovations.com">billj@fminnovations.com</a>
Jeffrey G. Martin Director, Consulting & Technical Services	FM: Systems, Inc.	4515 Falls of Neuse Road Suite 420 Raleigh, NC 27609	(919) 790-5320 Ext. 17	(919) 790-5321	<a href="mailto:jmartin@fmsystems.com">jmartin@fmsystems.com</a>

CT Department of Public Works  
Computer Aided Facility Management System  
RFP # 04ITZ0047  
Vendor Questions & Answers  
**Amendment #1**

1.   **Q.**   The RFP talks about a pilot implementation. This project seems like the beginning implementation that would propagate into a wider project. Can the State give vendors an idea of how wide the scope of the project could end of being?

**A.**   The Department of Public Works has selected two locations and two to three leased sites to test the software on. Funding will determine how many additional locations will be involved in the program. The Department of Public Works is dealing with an approximate gross footage of 5 million square feet of space. That is roughly 35 to 40 buildings. 300 leased buildings with approximately 3 million square feet of space. If funding permits, the ultimate goal would be to implement the program for all of those buildings which equals roughly 8 million square feet of space.
2.   **Q.**   Can the State explain the business justification or driving factor behind the decision to implement this new process? Is the decision based more on trying to reduce the overall amount of space, or for managing open space or is it a homeland security issue?

**A.**   The Department of Public Works is implementing this system to increase the understanding of the Department's space and to better understand who is in the space, how much free space exists and how to better manage that free space. The Department looks at this as an asset management tool. On the leasing side, it will be used as a tool for tracking lease documents. The RFP document has very specific information pertaining to what the Department of Public Works is looking for. The proposed software will have to meet all of the outlined requirements and the software will be tested as part of the pilot program.
3.   **Q.**   The State has mentioned the word "funding" several times. Would that infer that funding exists to do the pilot program, but the State really doesn't have an understanding of what amount of funding is going to be needed for an enterprise-wide implementation?

**A.**   The Department of Public Works is focused on the pilot program right now, and that is all the Department is funded for at this time.
4.   **Q.**   Does the Department of Public Works envision linking this project to the environmental system being developed by the Department of Environmental Protection?

**A.**   The Department of Environmental Protection currently has an RFP out for, but it is focused on different issues than the RFP issued by the Department of Public Works.
5.   **Q.**   Has the State looked at any particular vendor packages for this project?

**A.**   A number of packages have been looked at, but no decision has been made. That is why the RFP was issued.

**STATE OF CONNECTICUT**  
*DEPARTMENT OF INFORMATION TECHNOLOGY*

[www.ct.gov/doit](http://www.ct.gov/doit)

# **REQUEST FOR PROPOSALS**

**RFP # 04ITZ0047**

## **Computer Aided Facility Management System**

Date Issued: **September 23, 2004**

Due Date & Time: **December 01, 2004 @ 2:00 p.m.**

**(Note that all times set forth in the RFP refer to Eastern Time  
(i.e., local time in Hartford, CT))**

**Send all sealed responses to:**

State of Connecticut  
Department of Information Technology  
Contracts & Purchasing Division  
ATTN: Jacqueline Shirley  
101 East River Drive  
East Hartford, CT 06108

Optional Vendor Conference will be held on **October 15, 2004 @ 1:30 p.m.**

Parking is permitted in the Pitkin Street parking lot, located on the corner of Pitkin Street and East River Drive. Visitors parking in the Sheraton Hotel parking lot are subject to being towed by the Sheraton.

### **Note Well:**

**No one will be admitted without valid photo identification**

REQUEST FOR PROPOSAL

*APPROVED* \_\_\_\_\_

**Holly Miller-Sullivan**

**Director of Contracts & Purchasing Division**

## TABLE OF CONTENTS

<b>SECTION 1.</b>	<b>FORWARD .....</b>	<b>4</b>
1.1.	Introduction .....	4
1.2.	Evaluation .....	4
1.3.	Implementation .....	4
<b>SECTION 2.</b>	<b>ADMINISTRATIVE REQUIREMENTS .....</b>	<b>5</b>
2.1.	Vendor Instructions .....	5
2.1.1.	Conformance with Instructions .....	5
2.1.2.	Proposal Responses to this RFP.....	5
2.1.3.	Deviating from RFP Specifications .....	5
2.1.4.	Vendor Questions and State Replies .....	5
2.1.5.	Identifying RFP Communications .....	5
2.1.6.	Acceptance of Administrative Requirements .....	6
2.1.7.	Exclusion of Taxes from Prices .....	6
2.1.8.	Vendor Contact(s) .....	6
2.1.9.	Validation of Proposal Offerings .....	6
2.1.10.	Proposal Completeness .....	6
2.1.11.	Restrictions on Contacts with State Personnel.....	6
2.2.	Other Conditions .....	7
2.2.1.	Control of RFP Events and Timing .....	7
2.2.2.	Proposal Expenses.....	7
2.2.3.	Ownership of Proposals .....	7
2.2.4.	Oral Agreement or Arrangements .....	7
2.2.5.	Other Rights Reserved.....	7
2.2.6.	Holdback Requirements .....	8
2.2.7.	Remedies and Liquidated Damages.....	8
2.2.8.	System Non-Acceptance .....	8
2.2.9.	Warranty.....	9
2.2.10.	Vendor Presentation of Supporting Evidence/Surety .....	9
2.2.11.	Vendor Demonstration of Proposed Products .....	9
2.2.12.	Vendor Misrepresentation or Default.....	9
2.2.13.	State Fiscal and Product Performance Requirements.....	9
2.2.14.	Conformance of Awards with State Statutes .....	9
2.2.15.	Erroneous Awards.....	9
2.2.16.	Corporate Reporting Responsibility.....	9
2.2.17.	Joint Ventures .....	10
2.2.18.	Freedom of Information .....	10
2.2.19.	Security Clearance .....	11
2.2.20.	Authorized to Work on Project.....	11
2.2.21.	Key Personnel .....	11
2.2.22.	Workers' Compensation .....	11
2.2.23.	Web Accessibility .....	11
2.2.24.	Ownership of System .....	11
2.2.25.	Implementation.....	12
2.2.26.	Independent Price Determination .....	12

## State of Connecticut Request for Proposal # 04ITZ0047

---

2.2.27.	Offer of Gratuities .....	12
2.2.28.	Readiness of Offered Products .....	12
2.2.29.	Inspection of Work Performed .....	13
2.2.30.	Corporate Governance .....	13
<b>SECTION 3.</b>	<b>TYPICAL ACTIVITIES AFTER RFP ISSUANCE .....</b>	<b>14</b>
3.1.	Vendor Communication .....	14
3.1.1.	Procurement Schedule .....	14
3.1.2.	Vendors' Conference .....	14
3.1.3.	Vendors' Questions .....	14
3.2.	Receipt and Review of RFP Responses .....	15
3.3.	Evaluate Proposals .....	15
3.3.1.	Evaluation Team .....	15
3.3.2.	Evaluation Process.....	15
3.4.	Establish and Conduct Applicable Vendor Benchmarks .....	16
3.4.1.	Benchmarking Purpose and Scope .....	16
3.4.2.	Unmonitored Vendor-Documented Benchmarks .....	16
3.4.3.	Live Demonstration of Benchmarks to State .....	17
3.5.	Implement Necessary Agreements .....	17
3.6.	Notification of Awards .....	17
<b>SECTION 4.</b>	<b>PROPOSAL REQUIREMENTS .....</b>	<b>18</b>
4.1.	Proposals.....	18
4.2.	Proposal Submission .....	18

### **ATTACHMENTS**

Attachment 1 – Glossary  
Attachment 2 – Vendor Proposal Format and Content Requirements  
Attachment 3 – Business and Technical Requirements  
Attachment 3A – DPW Space Definitions  
Attachment 3B - Existing Infrastructure Environment Information  
Attachment 3C – Sample of FM Reports & Forms  
Attachment 3D – DPW Buildings  
Attachment 4 – Vendor Proposal Validation and Authentication Statement  
Attachment 5 – CHRO Form(s)  
Attachment 6 – Information Processing Systems Agreement  
Attachment 7 – Vendor Proposal Cost Worksheets  
Attachment 8 – Vendor Compliance Administrative Checklist  
Attachment 9 – Vendor Affidavit Requirements

## SECTION 1. FORWARD

### 1.1. Introduction

The Contracts and Purchasing Division of the State of Connecticut Department of Information Technology (DoIT) is issuing this Request for Proposals for a Computer Aided Facility Management (CAFM) System pilot implementation on behalf of the State of Connecticut, Department of Public Works (the “Department”). This document and its attachments define the requirements for the project. Responding Vendors are required to address all requirements.

It is the intention of the Department, in publishing this RFP, to procure the services of a Vendor to recommend and provide evaluation software for, identify any additional hardware/software requirements for, and implement a pilot for proof of concept for an automated CAFM business solution for managing state owned and leased properties. The initial project is intended to have a term of no more than six months, and upon successful completion the Department will acquire full necessary licensing rights for the proposed CAFM software solution, and the implementation vendor will be responsible for installation. It is then the Department’s intention to proceed with Department-wide implementation of the selected tool.

DoIT is responsible for “The purchase and provision of supplies, materials, equipment and contractual services, as defined in section 4a-50 (CGS Sec 4a-2).”

DoIT’s Contracts and Purchasing Division (CPD) is responsible for processing and authorizing all procurement activities for Information Technology hardware, software and services.

### 1.2. Evaluation

An evaluation team will review all Vendor responses to this RFP. The evaluation team shall review the entire Business and Technical Proposal first, without reference to the Cost Proposal. The Business and Technical Proposal will be scored in accordance with a weighting scheme established and approved prior to the opening of any proposal. The Cost Proposal will only be scored for Vendors whose Business and Technical Proposal achieve a predetermined minimum score.

To identify the most cost-effective solution to the State, the Cost Proposal shall be scored, separately considering both proposed pricing and several measures of Total Cost of Ownership (TCO). The State reserves the right to infer or add costs that in the State's opinion have not been included in the Vendor's proposal that will contribute to the State's total cost of ownership.

### 1.3. Implementation

As a result of the evaluation process, if the proposal of a given Vendor is found to be most advantageous, the State shall select that Vendor to negotiate a contract (the “competitive negotiation process,” as defined in the Regulations of State Agencies) with the State for the implementation of the Vendor’s proposal. The State will notify all Vendors who submit proposals as to any award issued as a result of this RFP.

## SECTION 2. ADMINISTRATIVE REQUIREMENTS

### 2.1. Vendor Instructions

#### 2.1.1. Conformance with Instructions

Vendors must conform with all RFP instructions and conditions when responding to this RFP. The State, at its discretion, may reject any nonconforming proposal.

#### 2.1.2. Proposal Responses to this RFP

Vendors must respond to all requirements set forth in this RFP and the Attachments.

Requirements are explicitly described in the RFP and the Attachments, as follows:

- If the requirement is described with language such as “must”, “shall”, “will”, “will not”, “may not”, “cannot”, “can not”, “can only”, “prohibited”, or “required”, the Vendor will consider that which is being described to be mandatory with respect to the minimum requirements of this procurement
- If the requirement is described with language such as “should”, “may”, “could”, “suggested”, or “requested”, the Vendor will consider that which is being described to be optional, or not mandatory, with respect to the minimum requirements of this procurement

Vendors responding to this RFP must submit proposals with the format and content as outlined in Attachment 2 – Vendor Proposal Format and Content Requirements; e.g., Vendors must submit separate packages containing their Business and Technical Proposal and their Cost Proposal.

#### 2.1.3. Deviating from RFP Specifications

The State will reject any proposal that, in the opinion of the Evaluation Team, deviates significantly from the requirements of this RFP. Vendors submitting proposals with any minor deviations must identify and fully justify such deviations for State consideration.

#### 2.1.4. Vendor Questions and State Replies

The DoIT Contracts and Purchasing Division will reply to any written Vendor questions that it receives in accordance with Section 3.1.3 herein, no later than the Vendor Questions Due date specified in Section 3.1.1 herein. Questions received after **2:00 p.m. on October 20, 2004** or that do not comply with the requirements of Section 3.1.3 will not be answered.

Responses to Vendor questions will be in writing via the web page or through email. The State may, at its sole discretion, orally communicate responses to Vendors if it is likely that written responses will not reach them prior to the proposal due date. However, oral communications notwithstanding, the State shall be bound only by the written documents.

#### 2.1.5. Identifying RFP Communications

All proposals and other communications with the State regarding this RFP must be submitted in writing in sealed envelopes or cartons clearly identifying the following:

- 1) The appropriate RFP reference key (i.e., **RFP # 04ITZ0047**)
- 2) The applicable proposal due date and time (i.e., **2:00 p.m. on December 1, 2004**)
- 3) The name and address of the originating Vendor



## State of Connecticut Request for Proposal # 04ITZ0047

---

- 4) An indication of the envelope contents (e.g., "BUSINESS & TECHNICAL PROPOSAL," "NEGATIVE RESPONSE," "QUESTIONS," "COST PROPOSAL," OR "BENCHMARK").

Any material received that does not so indicate its RFP related contents will be opened as general mail, which may not ensure timely receipt and acceptance.

### **2.1.6. Acceptance of Administrative Requirements**

Vendor proposals must include unequivocal statements accepting the administrative requirements of this RFP, and must reflect compliance with such requirements. Any failure to do so may result in the rejection of the proposal.

### **2.1.7. Exclusion of Taxes from Prices**

The State of Connecticut is exempt from the payment of excise and sales taxes imposed by the Federal Government and/or the State. Vendors remain liable, however, for any other applicable taxes.

### **2.1.8. Vendor Contact(s)**

The proposal must provide the name, title, address, telephone number and email address of the contact person(s) responsible for clarifying proposal content and for approving any agreement with the State. This information must be included in the Transmittal Letter (see Attachment 2 – Vendor Proposal Format and Content Requirements for detail).

### **2.1.9. Validation of Proposal Offerings**

The proposal shall be a binding commitment which the State may, at its sole discretion, include, by reference or otherwise, into any agreement with the Vendor. Therefore, each proposal copy must be validated by the signature of a person having such authority to commit the Vendor. The signer's authority in this regard must be authenticated by a signed statement to that effect by an appropriate higher-level company official. A Vendor Proposal Validation and Authentication Statement, attached to this RFP as Attachment 4 – Vendor Proposal Validation and Authentication Statement, must be used for this purpose.

### **2.1.10. Proposal Completeness**

To be acceptable, proposals must respond to and contain all required information and statements in the form requested by this RFP. Vendor proposals may submit "none" or "not applicable" responses to any RFP question and information request, when such a response is the only appropriate response (see Attachment 2 – Vendor Proposal Format and Content Requirements for additional detail on responding to requirements).

### **2.1.11. Restrictions on Contacts with State Personnel**

From the date of release of this RFP until the right to negotiate a contract is awarded as a result of this RFP, all contacts with personnel employed by or under contract to the State of Connecticut are restricted, except as stated in Section 3.1 of this RFP. During the same period, no prospective Vendor shall approach personnel employed by or under contract to the State, any other State agency participating in the evaluation of proposals, or any other related matters. An exception to the foregoing will be made for Vendors who, in the normal course of work under a valid contract with other State agencies, need to discuss legitimate business matters concerning the relationship of their work.

Violation of these conditions may be considered sufficient cause by the State to reject a Vendor's proposal, irrespective of any other consideration.

### **2.2. Other Conditions**

#### **2.2.1. Control of RFP Events and Timing**

Timing and sequence of events resulting from this RFP will be determined by the State.

#### **2.2.2. Proposal Expenses**

The State of Connecticut assumes no liability for payment of any costs or expenses incurred by any Vendor in responding to this RFP.

#### **2.2.3. Ownership of Proposals**

All proposals submitted in response to this RFP and upon receipt by the Department shall become the sole property of the State.

#### **2.2.4. Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by Vendors with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

#### **2.2.5. Other Rights Reserved**

The State, at its sole discretion in determining that its best interests would be served, reserves the right to:

- 1) Amend or cancel this RFP at any time prior to contract award
- 2) Modify deadlines through amendments to this RFP
- 3) Refuse to accept, or return accepted proposals that do not comply with procurement requirements
- 4) Reject the proposal of any Vendor in default of any prior contract or for misrepresentation of material presented
- 5) Reject any Vendor's response that is received after the deadline
- 6) Reject any proposal which is incomplete or in which there are significant inconsistencies or inaccuracies
- 7) Accept or reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities, or omissions
- 8) Allow no additions or changes to the original proposal after the due date specified herein, except as specifically requested and authorized by the State
- 9) Require organizations, at their own expense, to submit written clarification of proposals in a manner or format that the Department may require
- 10) Require organizations, at their own expense, to make oral presentations at a time selected and in a place provided by the Department. Invite Vendors, but not necessarily all, to make an oral presentation to assist the Department in their determination of award. The Department further reserves the right to limit the number of Vendors invited to make such a presentation. The oral presentation shall only be

permitted for purpose of proposal clarification and not to allow changes to be made to the proposal

- 11) Negotiate separately any service in any manner necessary
- 12) Contract with one or more Vendors who submit proposals
- 13) Consider cost and all factors in determining the most advantageous proposal for the Department
- 14) Contract for all or any portion of the scope of work or tasks within this RFP

### **2.2.6. Holdback Requirements**

Payments for deliverables accepted by the Department shall be subject to a twenty-percent (20%) holdback. The Department shall hold the twenty-percent until targets have been met or such time as the Department has accepted the **Computer Aided Facility Management System Pilot** and the warranty period has expired, in accordance with the provisions of Attachment 6 – Information Processing Systems Agreement.

The successful vendor will be required to complete milestones by due dates presented in the Vendor's response to the RFP requirements. If the Vendor fails to complete a milestone by the agreed upon due date, the Department shall have the discretion to withhold any payment due until the Vendor has completed a subsequent milestone in accordance with its proposed due dates or the Department has accepted the **Computer Aided Facility Management System Pilot**, whichever occurs first.

### **2.2.7. Remedies and Liquidated Damages**

Remedies associated with nonperformance, substandard performance, or unacceptable performance will include liquidated damages and non-financial remedies. Examples of remedies include, but are not limited to:

- 1) Corrective action plans to be developed and implemented by the vendor, subject to Department approval
- 2) Accelerated monitoring of vendor performance by the Department or its designee, including access to vendor facilities, records, and personnel
- 3) Additional or ad hoc reporting by the vendor, at no cost to the Department, to address performance issues
- 4) Pass-through of a proportional share of federal disallowances and sanctions/penalties imposed on the State and resulting from the vendor's performance or non-performance under the system services agreement
- 5) Liquidated damages

Please refer to Attachment 6 – Information Processing Systems Agreement, for detailed provisions for Remedies and Liquidated Damages.

### **2.2.8. System Non-Acceptance**

Failure of the System to be accepted by the State as proposed by the Vendor may result in the forfeiture of the Holdback by the Vendor to the State, as specified above, or other remedies or measures permitted by contract or by law.

### **2.2.9. Warranty**

The Vendor shall represent and warrant in the proposal that the System shall function according to the RFP requirements and Vendor's written specifications and that it shall be free from defects in materials and workmanship for a minimum period of one year after the Department's acceptance of the System.

Vendor shall represent and warrant in the proposal that the Vendor shall modify, adjust, repair and/or replace said System as the Department deems it to be necessary or appropriate to have it perform in full accordance with the terms and conditions of the RFP.

### **2.2.10. Vendor Presentation of Supporting Evidence/Surety**

Vendors must be prepared to provide any evidence of experience, performance ability, and/or financial surety that the State deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

### **2.2.11. Vendor Demonstration of Proposed Products**

Vendors must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by the State and without cost to the State.

### **2.2.12. Vendor Misrepresentation or Default**

The State will reject the proposal of any Vendor and void any award resulting from this RFP to a Vendor who materially misrepresents any product and/or service or defaults on any State contract.

### **2.2.13. State Fiscal and Product Performance Requirements**

Any product acquisition resulting from this RFP must be contingent upon contractual provisions for cancellation of such acquisition, without penalty, if the applicable funds are not available for required payment of product and/or service costs or if the product and/or service fails to meet minimum State criteria for acceptance.

### **2.2.14. Conformance of Awards with State Statutes**

Any contract resulting from this RFP must be in full conformance with State of Connecticut statutory, regulatory and procedural requirements.

### **2.2.15. Erroneous Awards**

The State reserves the right to correct inaccurate awards, including canceling an award and contract, resulting from its clerical errors.

### **2.2.16. Corporate Reporting Responsibility**

Upon request by the Department and/or DoIT, the Vendor must provide:

- 1) A Certificate of Authority, Certificate of Legal Existence or Certificate of Good Standing, as applicable, from the Connecticut Secretary of the State's Office or appropriate office from the State in which the Vendor is incorporate,
- 2) A current tax clearance statement from the Department of Revenue Services within sixty (60) days of the execution of the contract, and

- 3) A current statement from the Department of Labor regarding employee contributions within sixty (60) days of the execution of the contract.

### **2.2.17. Joint Ventures**

Proposals requesting joint ventures between Vendors will not be accepted. The State will only enter into a contract with a prime Vendor who will be required to assume full responsibility for the delivery/installation of equipment, wiring, software and related services identified in this RFP whether or not the equipment, products and/or services are manufactured, produced or provided by the prime Vendor. The prime Vendor may enter into written subcontract(s) for performance of certain of its functions under the contract only with written approval from the State prior to the effective date of any subcontract. The prime Vendor shall be wholly responsible for the entire performance of the contract whether or not subcontractors are used.

### **2.2.18. Freedom of Information**

Due regard will be given for the protection of proprietary information contained in all proposals received; however, Vendors should be aware that all materials associated with the procurement are subject to the terms of the Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting there from. **It will not be sufficient for Vendors to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Any proposal that makes such a general or overarching claim may be subject to disqualification. Those particular sentences, paragraphs, pages or sections, which a Vendor believes to be exempt from disclosure under the FOIA, must be specifically identified as such.** Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA Section 1-210 of the Connecticut General Statutes, must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Vendor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute.

Between the Vendor and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

**ALL SUCH MATERIAL SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND MARKED 'CONFIDENTIAL'. THIS INCLUDES ANY INFORMATION REQUESTED IN AN ELECTRONIC FORMAT.**

### **2.2.19. Security Clearance**

A Vendor receiving an award from this RFP must understand that all employees including subcontractor personnel shall be subject to all applicable State and State Agency security procedures.

### **2.2.20. Authorized to Work on Project**

A Vendor receiving an award from this RFP must certify that all personnel are legally authorized to work on the project, pursuant to State and Federal guidelines, policy, mandates, and statutes, and further attest, under penalty of perjury, that all proposed project staff, whether named in the proposal or not, are one of the following:

- 1) A citizen or national of the United States, or
- 2) A Lawful Permanent Resident, or
- 3) An Alien authorized to work until all project responsibilities have been fulfilled.

Vendor must agree that each individual proposed at any time to perform activities on the project will be subject to an individual certification of authorization to work on the project.

### **2.2.21. Key Personnel**

The Vendor must certify that all personnel named in their proposal shall actually work on the contract in the manner described in their proposal. No changes, substitution, additions or deletions shall be made unless approved in advance by the State, which approval shall not be unreasonably withheld. In addition, these individuals shall continue for the duration of the Contract, except in the event of resignation or death. In such event, the substitute personnel shall be approved by the State.

During the course of the Contract, the State reserves the right to approve or disapprove the Vendor's or any subcontractor's staff assigned to the Contract, to approve or disapprove any proposed changes in staff, or to require the removal or reassignment of any Contractor employee or subcontractor employee found unacceptable by the State.

Replacement of personnel who leave the Project shall be made within thirty (30) days. Replacement of any personnel shall be with personnel of equal ability and qualifications and subject to approval by the State.

### **2.2.22. Workers' Compensation**

A Vendor receiving an award from this RFP must carry sufficient workers' compensation and liability insurance in a company, or companies, licensed to do business in Connecticut, and furnish certificates as may be required by DoIT.

### **2.2.23. Web Accessibility**

All services provided by the Vendor must comply with the State of Connecticut's Universal Web Site Accessibility Policy located at [www.cmac.state.ct.us/access/policies/accesspolicy40.html](http://www.cmac.state.ct.us/access/policies/accesspolicy40.html).

### **2.2.24. Ownership of System**

The Vendor, upon acceptance by the Department of any computer code developed as a result of this RFP, shall relinquish all interest, title, ownership, and proprietary rights (collectively,

## State of Connecticut Request for Proposal # 04ITZ0047

---

"Title") in and to the computer code and transfer said Title to the State and its designated agencies.

### **2.2.25. Implementation**

As a result of the evaluation process, the Evaluation Team shall select the Vendor whose proposal the State deems to be the most advantageous to the needs of the State, cost and all other factors considered.

### **2.2.26. Independent Price Determination**

The Vendor shall represent, warrant and certify in the Transmittal Letter that the following requirements have been met in connection with this RFP:

- 1) The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any competitor.
- 2) Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Vendor on a prior basis directly or indirectly to any other organization or to any competitor.
- 3) No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 4) The Vendor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of any State agency participated directly or indirectly in the Vendor's proposal preparation.

### **2.2.27. Offer of Gratuities**

The Vendor must warrant, represent, and certify in the Transmittal Letter that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract and/or award arising from this RFP may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Vendor, the Vendors agent(s), representative(s) or employee(s).

**Note well: The Vendor selected for this project will be required, as a condition of entering into a contract with the State, to complete an Affidavit disclosing any and all gifts to certain state employees in the past two (2) years. Please refer to Attachment 9 of this RFP for sample Affidavit and related statutory materials. Affidavits must be submitted as a part of the Vendor's proposal.**

### **2.2.28. Readiness of Offered Products**

The Vendor must warrant, represent and certify in the Transmittal Letter that all system products (hardware, software, operating system, etc.) offered to the State in the proposal must be currently manufactured and available for general sales, lease, or licenses on the date the proposal is submitted. Any proprietary products must be clearly identified as such.

### **2.2.29. Inspection of Work Performed**

The Vendor will prepare and maintain all financial records and records of services performed as are necessary to substantiate claims for payment under this award/contract. The State of Connecticut, the Auditors of Public Accounts, or their duly authorized representatives, shall have the right at reasonable times, upon reasonable notice to the Vendor, to examine all books, records, and other compilations of data which pertain to the performance and/or charges applicable to the provisions and requirements of this award/contract. The Vendor will preserve and make available such books, records and data for a period of three years from the date of final payment under this award/contract. The Vendor will further retain such documents which are pertinent to any actions, suits, proceedings or appeals commenced during the three year period or until they have reached final disposition. The Vendor shall also make this a requirement of any subcontractors whom the Vendor engages and, accordingly, this requirement shall be included in the contract and shall survive the termination or expiration of the contract.

### **2.2.30. Corporate Governance**

If applicable, vendors must declare in the Transmittal Letter whether or not the Vendor's firm complies fully with the corporate governance rules announced by the New York Stock Exchange on August 1, 2002 (see [www.nyse.com/about/report.html](http://www.nyse.com/about/report.html) and [www.nyse.com/pdfs/corp\\_govreport.pdf](http://www.nyse.com/pdfs/corp_govreport.pdf)). If the firm does not comply fully, indicate areas of non-compliance.



### **SECTION 3. TYPICAL ACTIVITIES AFTER RFP ISSUANCE**

#### **3.1. Vendor Communication**

##### **3.1.1. Procurement Schedule**

The following schedule has been established for this procurement; however, the ultimate timing and sequence of events resulting from this RFP will be determined by DoIT.

(Note that all times set forth in the RFP refer to Eastern Time (i.e., of local time in Hartford, CT)

<b>DATE &amp; Time</b>	<b>EVENT (all times are EST)</b>
September 23, 2004	RFP Issuance
October 15, 2004; 1:30 p.m.	Vendors' Conference
October 20, 2004, 2 p.m.	Vendor Questions Due
November 3, 2004	Answers/Amendment Release Due
December 1, 2004, 2 p.m.	Vendor Proposals Due
January 11 – 18, 2005	Possible Vendor Demonstrations
February 01, 2005	Finish Evaluation of Proposals
March 16, 2005	Complete Contract Negotiations
April 04, 2005	System Implementation Commencement

##### **3.1.2. Vendors' Conference**

An optional conference for Vendors will be held as listed above and on the RFP Title page at the Department of Information Technology offices located at 101 East River Drive, East Hartford, CT 06108. Vendors planning to attend are requested to contact Jacqueline Shirley (e-mail: [jacqueline.shirley@po.state.ct.us](mailto:jacqueline.shirley@po.state.ct.us); or by phone: 860-622-2327) no later than two business days prior to the conference and provide the names of attendees so that adequate space can be arranged. Vendors will restrict attendance at the Vendors' Conference to two representatives. Attendees will not be granted admittance to the Vendors' Conference without photo identification. Oral questions raised at the Vendor Conference may be answered orally; however, such responses will not be official, and may not be relied upon, until a written reply is issued through the DoIT Contracts and Purchasing Division (CPD).

##### **3.1.3. Vendors' Questions**

DoIT will accept written questions submitted by **2:00 p.m. on October 20, 2004**. The early submission of written questions is encouraged. Written questions must be sent via e-mail. DoIT will only respond to questions raised at the Vendor's conference and to those submitted in writing by the stated deadline. Written questions that are not submitted by email by the stated deadline will not be answered. It is the responsibility of the vendor to confirm DoIT's timely

receipt of any information relative to this procurement. Address inquires to Jacqueline Shirley (e-mail: [jacqueline.shirley@po.state.ct.us](mailto:jacqueline.shirley@po.state.ct.us); or by fax: 860-610-0857).

### 3.2. Receipt and Review of RFP Responses

Only those proposals received at the location and by the date and time specified in Section 4.2 will be opened. Proposals received after the due date will be returned unopened. Vendors that are hand-delivering proposals will not be granted access to the building without a photo id and should allow extra time for security procedures. Immediately upon opening, each proposal will be reviewed for Vendor compliance with the instructions and conditions set forth in this RFP and the attachments hereto. DoIT, at its option, may seek Vendor retraction and clarification of any discrepancy / contradiction found during its review of proposals. The Evaluation Team will evaluate only proposals complying with the administrative requirements of this RFP.

### 3.3. Evaluate Proposals

#### 3.3.1. Evaluation Team

A State evaluation team will be established to review Vendor responses to this RFP.

#### 3.3.2. Evaluation Process

The State will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this procurement. The evaluation process will include not only evaluations of the entire bidder RFP responses, but also evaluations of bidder references, on-site demonstrations and other relevant sources of information regarding a bidder and its products and services.

The State will evaluate requested proposal information against all RFP requirements, using criteria and methodology pre-established in coordination with the planned users of a given service.

Evaluation of proposals will include but not be limited to consideration of the Vendor's ability to implement and maintain the **Computer Aided Facility Management System Pilot** as specified. This will be measured by assessing each Vendor's proposal for the following criteria:

- 1) The Vendor's understanding of and compliance with the mandatory and optional business and technical requirements of the **Computer Aided Facility Management System Pilot** specified herein.
- 2) The Vendor's plan for implementing the **Computer Aided Facility Management System Pilot**. The evaluation of this criteria will include, but not be limited to, the Vendor's proposed plan for the integration and supervision of all subcontractors, suppliers, and new and existing equipment, and the Vendor's overall proposed approach to systems integration.
- 3) The Vendor's ability to perform the contractual services as reflected by the qualifications and abilities of the personnel proposed to be assigned to perform the implementation and maintenance of the **Computer Aided Facility Management System Pilot**, including but not limited to their technical training and education, and general experience, and specific experience with solutions similar in nature and scope to the **Computer Aided Facility Management System Pilot**.
- 4) The Vendor's record of favorable past performance in providing subject matter expertise to support projects of this nature and scope.

- 5) The Vendor's record of favorable past performance with projects of this nature and scope.
- 6) The sufficiency of the proposed personnel, equipment and facilities.
- 7) The commercial stability and financial viability of the Vendor.

Within these areas the Evaluation Team will consider (where appropriate) the following:

- 1) Functionality / business proposal
- 2) Target architecture / technical proposal
- 3) Implementation proposal
- 4) Subject Matter Expertise proposal
- 5) Transition proposal
- 6) Direct and indirect costs to the State, such as:
  - a) Packaged software cost and licensing rights/restrictions
  - b) Implementation Proposal pricing
  - c) Any additional Hardware and/or other software that may be required
  - d) Costs of optional elements and change order pricing schedules
  - e) Vendor's fiscal and technical risks

The Evaluation Team may eliminate from the evaluation process any Vendor not fulfilling all mandatory requirements. Please see Attachment 2 – Vendor Proposal Format and Content Requirements for detailed instructions on identifying and responding to requirements.

### **3.4. Establish and Conduct Applicable Vendor Benchmarks**

The State will determine the nature and scope of any benchmarking that it may deem to be necessary or appropriate to the evaluation of Vendor System proposals.

#### **3.4.1. Benchmarking Purpose and Scope**

The State uses benchmarks to demonstrate and validate a Vendor's proposal, to satisfy given operating requirements, and to ascertain the adequacy and timeliness of Vendor responses to user requirements.

The State may employ two benchmark phases: (1) Vendor conducted and documented tests that are not monitored by the State, and (2) actual demonstrations to the State of the Vendor's ability to perform as required.

#### **3.4.2. Unmonitored Vendor-Documented Benchmarks**

State benchmarks often require Vendors to conduct and document, within set time frames, the actual operation of their proposed service and the operation of sample functional sequences using State supplied information.

### 3.4.3. Live Demonstration of Benchmarks to State

The State usually requires Vendors to conduct benchmark demonstrations at a mutually agreed upon site and at no cost to the State. Such demonstrations may be conducted at the site where the Vendor conducted the unmonitored tests described above, or at a more convenient operating site that meets minimum State demonstration requirements. The demonstration, inspection or benchmark site should not be beyond the regional area of Hartford, Connecticut.

Further, the State reserves the right to request that Vendors make additional presentations, either in person or by telephone, to the Evaluation Team to clarify their proposal and respond to questions from the Evaluation Team regarding their proposal. The State also reserves the right to require additional written documentation to support and clarify information provided in the proposal. Failure to respond to such requests may, at the discretion of the Evaluation Team, result in disqualification of the Vendor from further consideration.

### 3.5. Implement Necessary Agreements

Attachment 6 – Information Processing Systems Agreement is the agreement most favored by the State. It is viewed by the State as being the most reasonable to the parties. The State will not accept any request by the Vendor to modify a specific provision of this Agreement unless there are compelling reasons for doing so. For such a modification to be considered by the State, the Vendor must in the Transmittal Letter:

- 1) Identify the provision that is proposed to be modified, by Document, Section, Paragraph and page, and quote the provision
- 2) State the reason for the specific provision's unacceptability
- 3) Provide alternate language for the State's consideration
- 4) State how such alternate language corrects the claimed deficiency and maintains fairness to both parties

**It is not acceptable** to merely replace a State provision with a Vendor's "preferred" provision.

Should the State fail to negotiate a contract with the best qualified Vendor, the State may continue the negotiation process and award the contract to the next most qualified Vendor and so on until either the contract is awarded or the State decides to cancel the RFP.

**The State reserves the right to make any decision concerning the awarding of this contract at any time without notice.**

### 3.6. Notification of Awards

The State will notify Vendors who submit proposals as to any contract issued by the State as a result of this RFP, after such contract is executed.

## **SECTION 4. PROPOSAL REQUIREMENTS**

### **4.1. Proposals**

The Attachments to this RFP provide Vendors with specific guidance to correctly respond to this RFP.

Take special care to ascertain that any proposal response fully complies with all of the response requirements specified in these attachments.

Attachment 1 – Glossary

Attachment 2 – Vendor Proposal Format and Content Requirements

Attachment 3 – Business and Technical Requirements

Attachment 3A – DPW Space Definitions

Attachment 3B - Existing Infrastructure Environment Information

Attachment 3C – Sample of FM Reports & Forms

Attachment 3D – DPW Buildings

Attachment 4 – Vendor Proposal Validation and Authentication Statement

Attachment 5 – CHRO Form(s)

Attachment 6 – Information Processing Systems Agreement

Attachment 7 – Vendor Proposal Cost Worksheets

Attachment 8 – Vendor Compliance Administrative Checklist

Attachment 9 – Vendor Affidavit Requirements

### **4.2. Proposal Submission**

Vendor proposals in response to this RFP for a **Computer Aided Facility Management System Pilot** MUST be received at:

**State of Connecticut  
Department of Information Technology  
Division of Contracts and Purchasing  
ATTN: Holly Miller-Sullivan  
101 East River Drive  
East Hartford, CT 06108**

no later than **2:00 p.m. on December 1, 2004** in order to be considered. Postmark dates will not be considered as the basis for meeting any submission deadline. Therefore, any Vendor proposal received after the deadline will not be accepted. Receipt of a proposal after the closing date and time as stated herein shall not be construed as acceptance of the proposal as the actual receipt of the document is a clerical function. If delivery of proposals is not made by courier or in person, the use of certified or registered mail is suggested.

Proposals will not be publicly opened on the due date.

The submittal of proposals shall constitute, without any further act required of the Vendors or the State, acceptance of the requirements, administrative stipulations and all of the terms and conditions of the RFP and all its attachments.

## CAFM Glossary

Ad-hoc	Random types of query and reporting requests, which can be easily generated by the customer, and optionally saved
ADA	Americans with Disabilities Act
AG	Attorneys General
APD	Advance Planning Document
API	Application Program Interface – API is the specific method prescribed by a computer operating system or by an application program by which a programmer writing an application program can make requests of the operating system or another application
A/R	Accounts Receivable
ARB	The State of CT's Architecture Review Board
Asset Management	- Maximizing value to a portfolio of properties from acquisitions to disposition within the objectives defined by the owner. Asset management uses strategic planning, investment analysis, and the positioning of a property in the marketplace.
Assets	DPW-owned or managed lands, buildings, properties, equipment, etc.
Assignable Space	- The actual working space of the employee, available for assignment to an occupant and which can be put to useful purposes in accomplishing the agency's mission.
AutoCAD Interface	- A seamless bi-directional link allowing database elements to be related to electronic building drawings, and vice versa.
Benchmark	A standard by which a comparison can be made; i.e. Average cost to maintain a facility.
BOMA	Building Owners and Managers Association
Blocking and Stacking	- The manipulation of blocks of space into areas or groups to determine feasibility of space moves
Building Condition Assessment	- A professional (arch/Engineering) analysis of the condition of a real asset for purposes of identifying improvements.
Building Drawing	- Graphical representation of a building, usually electronically captured thru AutoCAD, but could possibly be a paper copy or scanned image
Building Systems	- The primary systems incorporated into a typical building including the structural system, the roofing system, the building envelope, the HVAC system, and the electrical system.
Buildings	Structures intended for any purpose on state properties
Bulk Data Input	- The ability to import large amounts of data rapidly and without error
CAD Drawing Interface	- see AutoCAD Interface

CAD Drawing Management - A system of indexing facilities drawings to facilitate file management, retrieval, etc.

CAFM Computer Aided Facility Management

Call Center (& Work Order Management) - The central location, staff and management system that receives the customer service requests and work orders and then manages the in-house and contract labor or vendor services to complete the requests/work orders in a priority order. The system should include a T&A system and billing/charge back ability.

Capital Improvement Project Plan - (also Capital Improvement Plan/Deferred Maintenance Plan) The plan, including scheduled dates and budgets, that prioritizes the minor capital and major capital projects needed to return or maintain a facility in the proper operating condition, as originally planned or as appropriate for the current use. This would include planned replacement of systems that are beyond their original life and upgrades to replace outdated building systems.

CATER Connecticut Administrative Technology Center

CFR Code of Federal Regulations

CORE-CT An initiative undertaken by the State to replace the State's core financial and administrative systems with Enterprise Resource Planning software. The CAFM system must demonstrate the ability to link to the People Soft products chosen by the State for the sharing of specified data between the systems.

CIO Chief Information Officer

Contact A person that is associated with either a Client or a Facility but not both. A contact may either directly work for a company or as a hired agent. Examples of directly working for a company are corporate or company officers and managers, on-staff lawyers. Examples of hired agents are non-staff lawyers, consultants, or a designated agent.

CPD Contracts and Purchasing Division

CSAO Chief State's Attorney's Office

DBMS Data Base Management System

DDD Data Definition Dictionary

DOIT Department of Information Technology

DPW Department Of Public Works

Drill Down capability - The ability to point and click on a linked drawing to access further detailed information in a continuous fashion down to the most detailed level of information maintained, and up to the most generic.

EIS Executive Information System

ESRI Environmental Systems Research Institute – A developer of geographic information systems (GIS).

ETL	Extraction, Translation, and Loading – A process for translating large volumes of data, and for quickly loading new data into a consolidated database.
EWTA	Enterprise-Wide Technical Architecture - EWTA is a logically consistent set of principles that guide the engineering of an organization's information systems and technology infrastructure.
Facilities Master Plan	The proposed plan for a facility or campus that provides the recommendations or guidelines and the plan for future development, future facility improvements and or the replacement of outdated facilities.
FM	Facilities Management
FileNET	The CT State approved document management software provider. FileNET provides the State of CT with Imaging, Electronic Document Management and Workflow software that will be used to manage agency documents, automate business processes, and provide central repositories for agency access to documents.
FOIA	Freedom of Information Act
FTE	Full Time Equivalent (employee)
GA	General Assistance
GIS	Geographic Information System - GIS is a system of hardware and software used for storage, retrieval, mapping, and analysis of geographic data.
Gross Space	The sum of the floor areas of the building included within the outside faces of exterior walls for all stories, or areas that have floor surfaces, excluding cornices, pilasters, overhangs, buttresses, etc., which extend beyond the wall face and do not create interior space.
Highlighting of Areas	An automated link resulting in database-generated highlighted drawing areas based on specific data elements identified.
Holiday	Official non-workdays as designated by the Governor of the State of Connecticut.
HVAC	Heating Ventilating & Air Conditioning
IAQ	Indoor Air Quality
ICN	Internal Control Number
IDM	Integrated Document Management
IT	Information Technology
JAD	Joint Application Development
JESTIR	Joint Effort for State Inventory Reporting
LAN	Local Area Network



Land	Parcels of property, with or without structures on it
LDAP	Lightweight Directory Access protocol
Lease Management	The executing of plans, coordinating activities and resources as it relates to the State's leasing of properties.
Lease outs	A lease agreement between the State of Connecticut as the lessor (owner of the property or under care and control of DPW) and another entity as the lessee
LFA	Legislative Fiscal Analysis
Local Area	The area within a radius of approximately fifty (50) miles of Hartford, CT
Macro Restacking Plan	A restacking plan prepared for each facility and for the total group of facilities. The restacking plan will be based on a floor by floor and department by department evaluation of the present space utilization efficiency in comparison with the current state space standards. Where reconfiguration of the space will provide for improved space efficiency, the proposed restacking plan will be based on the verified existing space. The proposed restacking should be done on a generic basis utilizing software tools. The vendor shall provide cost estimates. Detailed space planning and detailed system furniture layouts are beyond the proposed scope of services.
Maintenance Management	Services that provide the physical upkeep of a facility and its systems, including preventative maintenance and repairs designed to keep a facility in good condition and preserve its asset value.
Mass Data Changes	Having the ability to apply changes across multiple data modules with one instruction set.
MIS	Management Information System
Move Management	The coordination and implementation plan to coordinate all elements required for a complete successful move of personnel, equipment and files.
Move Schemes	The ability to generate various potential move scenarios for purposes of evaluating a "best fit" solution
MTBF	Mean Time Between Failures. For any given product, the average number of hours of operation between operational failures.
MTD	Month to Date
Net Usable Space	The interior floor area of a building, used for office and other purposes, within the area leased by a tenant, which is for its exclusive use; any space shared in common with other tenants is not part of net usable area unless these areas are for the sole use of the tenant. The measurement includes structural elements of the building found in the tenant's space, such as columns and projections necessary to the building but excludes vertical space penetrations of the building such as elevators, stairwells, air shafts and stacks.
O & M	Operation and Maintenance
Occupancy Information	Data collected in varying degrees on who, from where, how many, and in what capacity, occupies [what type of] space in a given location.

OLAP	On-Line Analytical Processing
OLTP	On-Line Transaction Processing
OPM	Office of Policy and Management
OQA	Office of Quality Assurance
OSHA	Occupational Safety and Health Administration
PCAR	Paid Claim Adjustment Request
Permit	Legal authorization to conduct an activity.
PM	Preventive Maintenance
Poly-lining	AutoCAD graphical delineation of boundaries
POP	Primary Operations Period. The period during which the System is required to be available for end-user access. POP for products proposed herein shall be the period from 7:00 a.m. to 7:00 p.m., Monday through Friday, except holidays.
PPM	Principal Period of Maintenance. The period during which a supplier is contractually obligated to maintain installed products according to established specifications. PPM for products proposed herein shall be the period from 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. [Also referred to as the First (1st) Shift]
Procurement Process	- The procurement process is the process of issuing the RFP, evaluating vendor proposals submitted pursuant to the RFP and the awarding of a contract.
Property Management	- The process of maintaining and creating value in real property consistent with the owner's objectives, and in compliance with the highest standard of professional ethics. In real estate, the process of profitable operation and management of owned, leased, or subleased real property for a building owner, developer or landlord.
Proposal	A vendor response to an RFP and/or any of its appendices which offers to supply the State with specific data processing resources according to State prescribed terms and conditions.
PSA	Personal Service Agreement
QA	Quality Assurance
RAM	Risk and Asset Management
RDBMS	Relational Data Base Management System
Real Property Assets	- Something such as a building that retains value for a period of time (longer than one year) after it is purchased. An asset has residual value as well as a predicted economic life, usually expressed in years, that represents the period of time during which it will retain some economic value.
Regional Area	The area within a radius of approximately one hundred (100) miles of Hartford, CT

Reporting Module - Packaged report viewer/writer with standard reports and forms, and with easy-to-use report customization capabilities.

Resulting Contract - The resulting contract is the contract awarded under this RFP that is signed with the vendor.

RFP                    A Request For Proposal (such as this document or any appendix thereto), which solicits vendor proposals to satisfy State functional requirements by supplying data processing product and/or service resources according to specific terms and conditions.

Room Numbering System - Some method of consistently identifying room locations.

SAS                    SAS was an acronym for Statistical Analysis System, but it is no longer an acronym for any particular application. SAS now, is a brand name.

Second (2nd) Shift - The period from 5:00 p.m. to 12:00 Midnight

Security Initiative - (also, State's Security Initiative) Having to do with the statewide homeland security aspect of being able to quickly ascertain necessary information about a state facility, it's occupants, it's parking, etc. for purposes of aiding and assisting in maintaining a safe and secure environment for employees and the citizens of CT.

Space Chargebacks - The ability to generate billing to tenants based upon space utilization.

Space & Occupancy Tracking – The ability to track both space and occupants at varying levels of detail, and by various methods.

Space Management Module – A functional piece of software that provides for automated Space & Occupancy Tracking, and Space Programming & Forecasting.

Space Planning    A process that captures supply and demand data, prepares space allocation plans, and implements the plans.

Space Planning Standards - DPW Space Standard 2004 edition.

Space Programming & Forecasting - Projecting space needs and availability.

SPRB                    State Properties Review Board

Stack & Block    The process of assigning work groups, specific staff, and their required work space to specific areas of a facility or campus. This could also reference the software (algorithm) that can create the initial space layout. The software should work interactively with AutoCAD, include point and click planning options, incorporate adjacency requirements, and provide cost matrixes.

State                    The State of Connecticut, and its Departments, Institutions and Agencies or any combination thereof.

Strategic Planning - The process of developing strategies, options, scenarios, and contingencies to enable facilities to support State objectives.

Strategic Space Plan - A proposed future plan for DPW's State owned office space/ facilities. The plan shall address the recommended retrofitting and upgrading of the existing owned facilities, and based on the projected changes in state staffing and the planned reduction of the

state's leased space, provide recommendations for the appropriate expansion of DPW's office facilities.

**Supplier** A vendor receiving a State award to supply specific data processing resources under an agreement with the State.

**Systems Warranty Period** - That period during which the quoting vendor will provide hardware/software product support and/or maintenance to the State at no charge. The State requires that any vendor system warranty cover products of "third party" origin to the same extent as the vendor warranty may apply to vendor fabricated products.

**TCO** Total Cost of Ownership

**Third (3rd) Shift** - The period from 12:00 Midnight to 8:00 a.m.

**Training** Provide instruction in specified areas (Management Overview, Operations, Maintenance, Support and Use), on the installed systems and software.

**USPS** United States Postal Service

**UST** Underground Storage Tanks

**USTEP** Underground Storage Tank Enforcement Program

**Vendor** The vendor as used in this RFP means the organization or individual submitting a proposal in response to this RFP, and, once the contract is awarded, the contractor resulting from the procurement process.

**WAN** Wide Area Network

**Weekend Shift(s)** - The period from 12:00 Midnight Friday to 8:00 a.m. Monday

**Work Order Management** - see Call Center

**XML** Extensible Markup Language - XML is a subset of SGML. Its goal is to enable generic SGML (Standard Generalized Markup Language) to be served, received, and processed on the Web in the way that is now possible with HTML.

ATTACHMENT 2

**VENDOR PROPOSAL FORMAT AND CONTENT REQUIREMENTS**

This RFP will result in a single award for a vendor to provide and implement an integrated **Computer Aided Facility Management (CAFM) System Pilot**.

Each proposal must be submitted in two separate parts *under separate cover* labeled as follows: "Business and Technical Proposal" (including, at a minimum, Sections 2.0 – 2.10 as described in this attachment) and "Cost Information" (consisting of Section 2.11 as described in this attachment).

**Note well: Boxes are to be no larger than 18" x 12" x 10", which is the approximate size of a standard carton of printer/copier paper.**

Vendors are required to provide all information as described in this RFP. Proposals must be packaged in the following order:

**Part 1: Business Technical Approach**

Transmittal Letter.....	3
CHRO Forms .....	3
Vendor Affidavit Requirements.....	3
Table of Contents .....	3
Executive Summary .....	3
Vendor Proposal Validations and Authentication Statement.....	3
Definition of Support Services.....	3
Architecture of Proposed Products .....	4
Project Approach .....	6
Vendor Response Cross-Reference Matrix.....	13
Qualifications .....	13

**Part 2: Cost Information**

Cost Information .....	15
------------------------	----

**Proposal Copies Requirements**

Vendors must provide copies of their proposals as detailed below:

- One (1) signed original in hardcopy
- Eight (8) additional hardcopies
- Two (2) electronic copies

The content of the Vendor's response must be exactly the same, between hardcopy and electronic submissions.

---

**ATTACHMENT 2**

---

Two (2) electronic copies of the proposal must be submitted on CD-ROM. The Business and Technical Proposal electronic submission must be made on a separate CD-ROM from the Cost Proposal electronic submission. Each must be labeled with the same information as the hard-copy submissions, and each must be submitted in their respective separate submission packages.

Electronic files must be provided in Microsoft Word version 2000 or Adobe Acrobat Portable Data Format (PDF) in a searchable, unlocked format. No file shall be password protected and all files should permit copying with a master table of contents supporting hyperlinks to each entry in the table of contents and a link to the master table of contents on each page. CDs shall be labeled to indicate the vendor name, RFP number, date of submission, and proposal volume number. The vendor shall ensure all CDs are free from computer viruses prior to submittal. Certain files such as the Cost Worksheets shall be submitted as separate spreadsheets using Microsoft Excel version 2000 or later. Project and Quality Assurance Plans shall be submitted as Microsoft Project Plans using Microsoft Project '98.

The contents of the CD-ROMs must be organized intuitively; e.g., with separate folders for proposal documents and any "reader" or display tools. It is strongly preferred that there be no files in the root directory of the CD-ROM other than "Index.htm" (see next paragraph). Vendors must provide an Index.htm file in the root directory containing a short description, and hyperlinks to the contents of the CD-ROM.

### **General Format Requirements**

Vendors must adhere to the following general format and content requirements when preparing their proposals:

- The proposals and copies must be bound in a loose leaf or spiral binder with the official name of the organization on the outside front cover and on each page
- Each page in the binder must be numbered in the format Section # - Page #, with the pages numbered consecutively in Arabic numbers from the beginning of each Section
- A tab sheet with a title and keyed to the Table of Contents must separate each major section
- All proposal text must be specifically cross-referenced to the RFP Section, Attachment and Part numbers to which a given part of the proposal applies; It is preferred that the order of the proposal text coincide with the order of the RFP
- Text shall be on 8 ½" x 11" paper in the "portrait" orientation
- Text shall be single-spaced
- Font shall be a minimum of 12 point
- The binding edge margin of all pages shall be a minimum of one and one half inches (1 ½"), all other margins shall be one inch (1")
- Graphics may have a "landscape" orientation, bound along the top (11") side. If oversized, only one fold will be accepted
- Graphics may have a smaller point size
- Resumes are considered to be text, not graphics

**ATTACHMENT 2**

---

## **VENDOR PROPOSAL FORMAT AND CONTENT REQUIREMENTS**

### **2. 0. TRANSMITTAL LETTER**

Proposals must include a Transmittal Letter addressed to the Director, Contract and Purchasing Division, DOIT, which must be in the form of a standard business letter, signed by an individual authorized to legally bind the vendor. The letter shall include the name, title, address, telephone number, fax number and email address for the person that the State is to contact to resolve questions or issues regarding the submitted proposal. The transmittal letter must contain specific statements, cross-referenced to the State administrative requirements stipulated in the main body of this RFP, to establish the vendor's full acceptance of all such requirements.

Include the completed Vendor Compliance Administrative Checklist (Attachment 8) immediately following the Transmittal Letter.

### **2. 1. CHRO FORMS**

Include completed CHRO forms (Commission on Human Rights and Opportunities Attachment 5)

### **2. 2. VENDOR AFFIDAVIT REQUIREMENTS**

Include completed Vendor Affidavit Requirements form (Attachment 9).

### **2. 3. TABLE OF CONTENTS**

Proposals must include a Table of Contents that includes sections and parts with page numbers.

### **2. 4. EXECUTIVE SUMMARY**

Briefly summarize the most salient aspects of the proposal in terms of satisfying the requirements presented in this RFP. The Executive Summary must provide a high-level overview of the vendor's proposal in such a way as to demonstrate a broad understanding of the RFP requirements. The vendor must summarize their understanding of the objectives of the State in issuing this RFP, the intended results of the Project, the scope of work and any issues which the vendor believes needs to be addressed in this Project.

The vendor shall provide a brief summary of the proposed technical and management approach, highlighting the key processes and unique capabilities that are being offered to meet the challenges of the Connecticut DPW CAFM Pilot. Discuss significant integration or transition steps that are necessary prior to deployment of each Phase.

The Executive Summary shall not mention the dollar amount proposed for the Project.

### **2. 5. VENDOR PROPOSAL VALIDATIONS AND AUTHENTICATION STATEMENT**

Include a completed Vendor Proposal Validation and Authentication Statement (Attachment 4) to each proposal.

### **2. 6. DEFINITION OF SUPPORT SERVICES**

All available support services for the resulting installed system must be detailed by the vendor and must include the following sections:

**ATTACHMENT 2**

**2.6.1. SKILL CAPABILITIES**

Identify your company's local and regional systems support service skill capabilities. Specify (by location, organization, and job/skill level classifications) the number of experienced service personnel who are available and technically capable of satisfying all the product support (hardware, software, firmware) service during both emergency (non-preventative) and routine (preventative and/or remedial) maintenance periods throughout this Pilot Implementation and Warranty period.

**2.6.2. SERVICE LEVELS AVAILABLE**

Specify the types, levels or packages offered by the company for the proposed product.

**2.6.3. HELP DESK SUPPORT**

Describe how customer issues and problems are to be addressed and resolved. Assert specifically the duration being offered to correct or fix any problems. Describe a typical sequence of events, starting with the initial call to customer support, and describing the escalation process. Describe recourse provided when a customer is not satisfied with the support being received.

State what information will be required from the customer to provide when the initial call is made to customer support. Provide real-life examples of how this process has worked in other contracts the vendor have been awarded. You must provide at least two customer contacts for each example given.

**2.6.4. SOFTWARE MAINTENANCE SUPPORT**

Describe the company's support regarding any scheduled pre-installation and post-installation on-site and off-site support for maintaining/upgrading the proposed product.

**2.6.5. MAINTENANCE**

Vendor must provide details of their product maintenance policies and procedures. It should include, but not be limited to, descriptions of scheduled upgrades and for emergency fixes.

**2. 7. ARCHITECTURE OF PROPOSED PRODUCTS**

Vendors are required to submit detailed product technical specifications organized as defined in this section.

If vendor can supply more than one unique product type, version or level of their software that meets or exceeds the requirements in this RFP, vendor must clearly state the existence of multiple products, explain the major differences between them and take these additional steps:

- Provide separate Product Version and Architecture statements for each.
- Provide clear and separate statements in any proposal sections or sub-sections where there are differences between product versions.
- Provide separate cost schedules and total cost if different.
- Identify which is the vendor's preferred solution and why.

**2.7.1. PRODUCT VERSION**



---

**ATTACHMENT 2**

---

Provide product version information which must include, but not be limited to, product name, version number, date version was released for general use and number of installed customer entities.

If product has any Web accessibility, it must comply with the State of Connecticut's "Universal Web Site Accessibility Policy for State Web Sites - Version 4.0" and vendors are required to explain how their solution meets this requirement. Information on this policy can be found at "[www.doit.state.ct.us/purchase/main/staccess.htm](http://www.doit.state.ct.us/purchase/main/staccess.htm)"

**2.7.2. PRODUCT ARCHITECTURE**

**2.7.2.1. Overall System Architecture**

The Vendor's proposal must provide information needed for the State to determine the extent to which the proposal conforms to the EWTA by specifying its proposed products, technologies, and approach.

The principles, standards and policies referred to in the EWTA are considered **State IT architecture requirements** for any new system or major enhancement to the current IT environment. Vendors are strongly encouraged to propose solutions that both satisfy the functionality stipulated in this RFP, and that conform to the EWTA. Vendors should be aware that the proposal evaluation process includes a conformance review, which may result in rejection of proposed architectural elements (see Section 2.7.2.4 of this document for further clarification on this issue).

**2.7.2.2. Overview of Architecture**

Vendor must provide an overview of how its proposal conforms to the State of Connecticut Enterprise-Wide Technical Architecture (EWTA). Vendor must explicitly address conformance from the perspective of the principles, standards, best practices and guidelines relevant to the major components of the proposed system.

The overview must specifically address the issues of:

- a Logical N-Tier design, consisting of modular components and sub-components with partitioning of components by defined interfaces and messaging based communications;
- b Open system implementation using established standards and non-proprietary components. All proprietary extensions to open standards specifications must be identified; and

**2.7.2.3. Vendor Rationale for Architectural Choices**

The State does recognize that IT standards and products evolve over time, often rapidly. To ensure that functional requirements are met, the State may consider proposals that include architectural elements that do not conform to the EWTA, but vendors must thoroughly describe their rationale for their recommendations. Rationales are to be comprehensive but concise. Rationales should provide documentation of how the Vendor's recommended technologies are consistent with the State's Architectural Principles, and with the relevant domain architecture principles

<http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253976&doitNav=1>

---

**ATTACHMENT 2**

---

Vendors may attach manufacturer technical specifications as supporting documentation, but the rationale itself must be sufficient to justify the recommendation.

**Do not cut and paste manufacturer's marketing literature.**

**2.7.2.4. Vendor Rationale for Alternative Architectural Choices**

Where the Vendor proposes architectural elements for which standards do not exist, or for which the EWTA provides for more than one product, technology or approach, the Vendor must provide a rationale for the recommended choice.

- a Where the proposal does not conform to the EWTA, the Vendor must itemize the exception(s), and provide a rationale for their recommendation in the body of their response to this section. Rationales for Vendor recommendations must address suitability for functional requirements, and applicability to the objectives of this RFP. The Vendor must identify, by section number and heading, where, in the proposal, the recommended technologies have impact or are referenced.
- b Rationales for non-conformant recommendations must compare the recommended element against the element provided for in the EWTA, including the functional, technical and cost considerations that make it a better choice for the State than one that conforms to the EWTA. (Note: specific costs must not be included in the rationale, only a description of cost considerations.

**2.7.2.5. Middleware Architecture**

Descriptions and diagrams must clearly identify Middleware products, interfaces, message formats and component function. Please describe (explain) how the product design supports message based interfaces and the EWTA guidelines.

- a. If your design does not use message-based interfaces between components or systems, you must explain your rationale for such a design. You must explain what the impact would be if you are required to use message-based interfaces between components or systems.
- b. If your design does use message-based interfaces but does not utilize JMS or IBM MQ Series, you must explain your rationale for choosing alternative products. You must explain what the impact would be if you are required to use JMS or IBM MQ Series.
- c. The State is now requiring the use of XML as "the" format for most inter-application messaging. You must explain how your proposed design utilizes XML for this purpose. You must explain how your design utilizes XML between components for intra-application messaging. You must identify the source of the XML Schema or Document Type Definitions (DTDs) utilized in your design.

**2. 8. PROJECT APPROACH**

Vendors must include the following sections in the description of their approach.

ATTACHMENT 2

**2.8.1. GENERAL APPROACH**

**2.8.1.1. Scope Statement**

The vendor must restate the scope of the problem being addressed, and describe the proposed business and technical approach to providing a complete solution.

**2.8.1.2. Risk Statement**

Describe the risks associated with the Project, the actions expected to be taken to address and mitigate the risks and the role the DPW is expected to play in mitigating the risks

**2.8.2. PROJECT MANAGEMENT**

**2.8.2.1. Project Methodology**

Describe the project management methodology to be utilized for all planning and management activities related to the project.

**2.8.2.2. Project Tools**

Provide a complete list of software tools and respective version numbers vendor will use to support all project management planning and reporting activities.

**2.8.2.3. Proposed Project Implementation Plan**

Vendors must provide a Proposed Project Implementation Plan that describes all project tasks, parties responsible, task interdependencies, critical path items, milestones, anticipated task timeframes, projected due dates, deliverables, etc., from contract signing through completion of the project, which is the acceptance by the State. **Note: the Proposed Project Implementation Plan should assume that project completion should occur no more than six months from the System Implementation Commencement.**

The Proposed Project Implementation Plan must include, but not be limited to, Gantt charts showing the time lines, recommended tasks, task dependencies, milestones and resource allocations. An electronic version of the Proposed Project Implementation Plan must be submitted as defined under General Format Requirements above.

In addition, the Vendor must specify all facility and logistics requirements, including computer facilities, hardware, software, office space, telephones, and other project support. **Note:** CT DPW will *not* be providing any computer equipment, office space, phones, software, software licenses, etc. to the Vendor for use *off-site* from CT DPW. CT DPW will be providing limited access to these resources in their headquarters in Hartford, CT.

**2.8.2.4. Project Phases.**

The Proposed Project Implementation Plan must provide specific "Complete No Later Than" dates for the accomplishment of important project milestones, and related deliverables, including but not limited to the following (not necessarily occurring in the order listed):

- a Project Kickoff

**ATTACHMENT 2**

- b Business and Technical Requirements Definition
- c Detailed Design Documentation Acceptance
  - i. Business Design and Requirements Acceptance
  - ii. Technical Design and Requirements Acceptance
  - iii. Proposed Packaged CAFM Software Solution
  - iv. Source Data Specifications and Interface Design Acceptance
  - v. Hardware/Software Requirements and, if necessary, Procurement Plan Acceptance
  - vi. Project Implementation Plan and Staffing Plan Acceptance
  - vii. Project Management and Quality Assurance Plan Acceptance
- d. Complete Integration and Development
- e. Test Plan Acceptance
- f. Test Data Preparation and Loading Complete
- g. Testing (Integration & Development) Complete
- h. User Acceptance Testing Complete
- i. User, Technical & Administrative Documentation Plan Acceptance
- j. Training Materials Acceptance
- k. Training Complete
- l. Archiving, Backup and Recovery Plan Acceptance
- m. Archiving, Backup and Disaster Recovery Testing Complete
- n. Transition Plans Acceptance
- o. Data Conversion and Installation of Production Environment
- p. Final Approval of Project Completion
- q. Warranty Period Begins
- r. Maintenance Period Begins

**2.8.3. PROJECT ADMINISTRATION BEST PRACTICES**

Vendors must adhere to accepted Project Management principles and practices throughout the life of the engagement. Vendor proposals must describe their methodology and how they will support these principles, deliverables and responsibilities. The project manager must be on-site for 80% of the time that he/she is allocated towards the project. The project team must be on-site for the JAD sessions and status meetings that involve those individuals. Tele-conferencing into JAD sessions or meetings will not be acceptable. Off-site development cannot be performed outside of the United States or Canada.

**2.8.3.1. Project Management Key Deliverables**

Vendor responses to this section must describe their proposed approach and solution to the following key required deliverables, with an emphasis on best practices for application development and integration:

- a. Development and maintenance of a **Project Implementation Plan**, a living set of management documents, agreed to and administered

---

ATTACHMENT 2

---

by accountable, authorized members of both the Vendor and the State, as the definitive masters by which all project activities will be steered, and by which timely and high quality delivery of the CAFM pilot is assured. Vendor responses must include a description of the elements of the Project Implementation Plan, including but not limited to:

- i. A high level, presentable summary of overall project status, suitable for use in presenting status to agency managers and executives;
  - ii. Mid-level project plans, for each team member (Vendor, State and third party), reflecting progress and status against Major Implementation Milestones categorized into major tracks of work by deliverable and/or solution component;
  - iii. Detailed, individual or micro-planning processes, reflecting the management of the daily activities of team members;
- b. The **Change Management Process** for customers to request changes not included in the original contract, including but not limited to:
  - i. How changes are integrated with implementation and ongoing activities;
  - ii. How changes will be reviewed, accepted and paid for; (Note: incorporating the change order provisions of Attachment 6 – Information Processing Systems Agreement, the State retains the option to work with the Vendor to revise or eliminate an existing requirement included in the original contract to allow the Vendor to accommodate the change without additional cost.)
  - iii. The policies and procedures you will require of customers who, during the warranty period, wish to make their own enhancements to systems covered under the warranty, without adversely impacting the warranty;
- c. A formal **Communications & Logistics Plan** which establishes management practices for coordinating the interaction of multiple project constituencies, including but not limited to:
  - i. If the Vendor's proposed approach and solution includes any form of a distributed team structure (e.g., on-site, off-site), then the response to this requirement must include a detailed description of the communications and logistical management methodology that the Vendor will employ, along with an express confirmation that the System Design and Development Practices, Quality Assurance Practices,

**ATTACHMENT 2**

- and knowledge transfer requirements described herein are incorporated and ensured;
- ii. Identifying gaps between expectations and project status, and realigning them;
- iii. Providing monthly and major milestone based progress reports;
- d. A formal and agreed on **Transition Plan** documenting plans to ensure the transfer of knowledge and system continuity between phases of work and upon termination, including but not limited to:
  - i. Any required transition between the Vendor's staff between phases or as staffing changes are required and approved by the State from time to time within the term of agreement;
  - ii. Plan transition responsibility for maintenance and operations activities and support activities to DPW staff, following a full project life-cycle approach to knowledge transfer in order to ensure successful transition. Vendor's response must describe the proposed approach and solution to this requirement, including State-staffing.
  - iii. Compliance with Connecticut General Statutes Section 4d-44 as referenced in Attachment 6 – Information Processing Systems Agreement.

**2.8.3.2. System Design and Development Practices Requirements**

The Vendor must provide qualified technical/architectural leadership to fulfill the following design and development practices requirements. Vendor proposals must name the proposed staff, describe their qualifications and the minimum criteria for selection for this role, and confirm that such staff will be responsible for implementing these practices consistently throughout the project team for the life of the project. Additionally, Vendor proposals must describe the roles and responsibilities, and document their internal standards and best practices, for application development and integration including, but not limited to:

- a. Implementing systems that work, and meet user needs;
- b. Leveraging practices, products and services to accelerate implementation and continuously improve quality;
- c. Maintaining design, coding and integration standards.

**2.8.3.3. Quality Assurance Requirements**

---

ATTACHMENT 2

---

The Vendor's proposed systems and services must be accepted as complete and satisfactory by the State before CAFM Pilot will be considered live. To this end, the Vendor must provide qualified staff to fulfill the Quality Assurance (QA) Requirements. Vendor proposals must name proposed staff, describe their qualifications and the minimum criteria for selection for this role, and confirm that these staff will be responsible for implementing these practices consistently throughout the project team for the life of the project. Additionally, Vendor proposals must describe the roles and responsibilities, including but not limited to:

- a. Developing and executing a **Quality Assurance Plan** to provide an early warning system that identifies the likelihood that any deliverable or milestone may not be completed on schedule or at a satisfactory level of quality. Vendor proposals must include a description of the elements of the QA Plan, including but not limited to:
  - i. Identification of key milestones, deliverables, and checkpoints where clear measurements will be taken to assure the State that the project is proceeding according to schedule;
  - ii. Plan sections or sub-plans to reflect the approach to meeting critical acceptance hurdles;
  - iii. An acceptance process that clearly identifies criteria for acceptance by deliverable and by milestone, assigns roles and responsibilities in acceptance decision making, and categorizes and prioritizes deliverables and milestones being considered for acceptance as well as detailed descriptions of issues and defects;
- b. Using a **QA methodology** that integrates smoothly with the project management requirements to deliver a high quality application in a timely manner and achieve State satisfaction. Vendor proposals must include a description of the methodology with examples of specific quality assurance tactics including, but not limited to, the:
  - i. Approach to ensuring that user requirements and expectations are aligned with project deliverables early and throughout the life of the project;
  - ii. Approach to the adoption of new and/or emerging technologies;
  - iii. Approach to internal audits of progress and quality;
  - iv. Approach to testing and verification throughout the product life cycle, including, but not limited to: guidelines for planning, designing, monitoring, and documenting tests; description of required documentation, including test plans, test specifications, test procedures, and test reports; guidelines for the development and management of test data; guidelines for the verification and preservation of test results;
  - v. Description of approach to specific, required testing;

**ATTACHMENT 2**

---

- vi. The activities, documents and measurements that will be used to monitor quality;
- c. Using tools and/or enabling technology, where appropriate, to expedite application development and quality assurance including, but not limited to, the following. (Note: Vendors must describe the capabilities of any proposed tools and itemize them as required above in the Hardware & Software Requirements.)

**2.8.4. DOCUMENTATION**

Vendor must explain the process it will use to create and modify documentation including examples of deliverables it will provide for all documentation elements developed during the project. This should include but not limited to user, operations, and system documents.

**2.8.4.1. User**

User documentation is expected to describe all aspects of system usage including, but not limited to screens, functions and reports. Vendor must show examples of their standard user documentation for the proposed system.

**2.8.4.2. Technical**

Technical documentation is expected to describe technical aspects of the proposed system. Vendor must show examples of their standard documentation for the proposed system.

**2.8.4.3. Administrative**

Administrative documentation must provide examples of procedures relating to the day-to-day, weekly, monthly or other scheduled or on demand operations of the installed software systems.

**2.8.4.4. System**

Provide samples of standard system documentation for the proposed system.

**2.8.5. SYSTEM TESTING**

Vendor must provide a document explaining their test methodology they will use for testing along with examples of their strategy for establishing and maintaining testing environments.

**2.8.5.1. Test Case Development**

Vendor must provide sample formats it will use for developing and testing business test case scenarios. Vendor must also clearly define roles and responsibilities for all work involved in the testing process.

**2.8.5.2. Pilot / Parallel Testing**

Vendor must provide a copy of the methodology they will use for the pilot / parallel testing. This plan must include a clear definition of deliverables as well as details explaining how discrepancies and/or errors are identified and resolved during pilot / parallel testing.



**ATTACHMENT 2**

---

**2.8.5.3. User Acceptance Testing**

The vendor must explain their method for user acceptance testing by the State.

**2.8.6. TRAINING**

Vendor must state their approach for the content and delivery of all training and provide examples of their training methodology including their standard strategy for managing training environments. In addition, vendors must provide examples of their standard course training materials and on recommended class size and hours per course.

**2.8.7. AGENCY WIDE DEPLOYMENT**

Vendor must provide details of the methodology they will use to achieve agency wide deployment, along with a deployment plan that addresses activities it believes will result in a successful roll out. Deployment plan must clearly define deliverables involved in the process.

**2. 9. VENDOR RESPONSE CROSS-REFERENCE MATRIX**

Vendor proposals must include a Cross-reference Matrix detailing the correspondence between the requirements specified in Attachments 2 and 3 of this RFP and the content of the vendor proposal. The Matrix must list a brief description of the requirement, the part and sub-part number of the Attachments, and the corresponding proposal page and section/subsection number.

**2. 10. QUALIFICATIONS**

Qualifications must contain a detailed description of the proposing firm and subcontractors (if applicable).

**2.10.1. FIRM DESCRIPTION**

Vendors must provide historical, financial, sales, and organizational information and, if applicable, similar information for proposed subcontractors:

- **Size and Organization.** A brief summary and organization chart of the company should be included. If the company is a subsidiary of another company, the name and address of the parent company must be provided.
- **Financial Status.** Sales in dollars for the three most recent years must be given, along with a financial statement for the last fiscal year. Vendors must also provide revenue attributable to the sale of integrated information technology systems, either produced or integrated over the three most recent years. All financial penalties and liquidated damages imposed in the last three (3) years must be disclosed. If none, state so.

**2.10.2. EXPERIENCE**

---

**ATTACHMENT 2**

---

Vendors must list their most recent system implementations (must provide a minimum of three and a maximum of five examples) that demonstrate their understanding of and experience with **similar** systems and projects.

This list should include:

- Vendor or Subcontractor Company and Division Name
- Role of Vendor / Subcontractor
- Name of Prime Vendor if Vendor or Subcontractor was not the Prime Vendor
- Business / Government Agency Name of Client and address
- Descriptions of products and services provided
- The dates that the products and services were provided
- Current e-mail and phone number contact information

Qualified vendors may be required to provide a demonstration of installed systems. Such systems must be fully operational and similar in scope, function, and complexity to the applications described in this RFP. The State reserves the right to select the user site(s) to be visited for this purpose. The State will select from the list of installations provided in the 'Experience' section of this attachment. The vendor is encouraged to recommend two sites for the State's consideration for the user visits.

Project Managers must list their most recent system implementations (must provide a minimum of one and a maximum of three examples) that demonstrate their understanding of and experience with **similar** systems and projects.

This list should include:

- Vendor or Subcontractor Company and Division Name
- Role of Vendor / Subcontractor
- Name of Prime Vendor if Vendor or Subcontractor was not the Prime Vendor
- Business / Government Agency Name of Client and address
- Descriptions of products and services provided
- The dates that the products and services were provided
- Current e-mail and phone number contact information

### **2.10.3. CLIENT REFERENCES**

Vendors must provide client references for three (3) of the system implementations listed in "Experience". For each reference, the vendor must provide the name, title, address and phone number, and provide the email address, if available. If any of the proposed staffing worked on the projects referenced, that should be clearly noted. Individual reference checks for proposed staffing may also be necessary, and if so, phone numbers of clients whose projects these staff members worked in similar roles to those being proposed may need to be provided.

### **2.10.4. RESOURCES AND ORGANIZATION**

#### **2.10.4.1. Project Organization Chart**

---

ATTACHMENT 2

---

Vendor must provide a proposed project organization chart that clearly shows roles, reporting relationships, steering level, functional teams, support teams and their participants by titles. Any “presumed” state participation/roles should also be stated. In addition, chart must include the names of all sub-contractor supplied resources.

**2.10.4.2. Project Manager**

Vendors must provide the services of a qualified individual to serve as the Vendor Project Manager. Vendor proposals must name proposed staff, describe their qualifications and the minimum criteria for selection for this role, and confirm that the individual who is selected for the role will be accountable for the Vendor’s commitment to develop a high quality application in a timely manner and achieve State satisfaction.

**2.10.4.3. Responsibility Statements**

Describe responsibilities the vendor expects to assume and those they expect DPW to assume. Include scope and description of responsibilities for each role/position identified on the organization chart. Identify all subcontractors and their respective role(s) and proposed staffing.

**2.10.4.4. Resource Resumes**

Provide full resumes for each resource named above assigned to the project. Each resume must not exceed 3 pages and must be in the same format. Include resource names and proposed project title on each page, showing their experience in similar roles on other projects. **In order to be considered viable, resumes must include pertinent dates.**

**2. 11. COST INFORMATION**

**All Cost Information must be submitted under separate cover, labeled “Cost Proposal”**

Vendors must include in the Cost Proposal all costs to the State for the proposed systems and services. The cost information must be based on all products and services proposed to be received by the State as a result of the vendor’s proposal. Vendors must include any necessary additional equipment, software, services, and maintenance to implement a fully functional pilot system.

Costs are to include all the products and services needed to execute the Proposed Project Pilot Implementation Plan. Vendors must offer firm fixed prices for all proposed products and services. Firm fixed prices are to be based on the deliverables identified in the vendor’s Task Cost Worksheets.

The Project Schedule in this RFP is the State's best estimate at the time of RFP release. Once contracts are awarded, the *Project Implementation Plan*, with schedule, will be finalized in discussions with the State.

**ATTACHMENT 2**

---

The State intends to have the vendor initially acquire, install and configure an evaluation copy of the software being proposed, and with which to implement the pilot. Upon successful completion of the Pilot, the State intends to then purchase a full licensed version of the proposed software and to have the implementation vendor install that version, as well.

Vendors must include details of unit prices by product component being proposed, quantity, and extended prices by product component, subtotals and any applicable discounts. One time costs such as freight charges and installation charges must be included by product, as appropriate.

Any costs not included in this proposal necessary to implement a vendor's proposed solution, which was "forgotten" will be the responsibility of the vendor, such that the vendor, if selected, must comply with the delivery requirements of this RFP without charging the State for the "forgotten" amount(s).

Vendors costs must include all costs associated with components, deliverables, integration services and system development including any materials, and travel.

Cost proposals must minimally contain Cost Worksheets 1 through 5 (available in [Attachment 7 - Costs](#)), organized in the sequence shown.

Vendors are to indicate all applicable discounts (e.g., government, educational, multiple system installations) that are to be available to the State and are to specify the basis (type) and extent (percentage) of these applicable product discounts. Vendors are to also specify the basis (type) and extent (percentage) of any additional product discounts that may be available to the State but are not reflected in the cost figure(s) indicated. The State reserves the right to make additions or reductions in awards as a result of this RFP. Vendors are to indicate their agreement to maintain the same discount rate(s) as proposed.

**2.11.1. RFP COSTS WORKSHEET 1: TOTALS [SUMMARY OF PROPOSED NOT-TO-EXCEED COSTS FROM OTHER WORKSHEETS]**

Vendors are to use Cost Worksheet 1 to provide a "total not to exceed" cost summary that indicates the total cost for the Project. Vendors are to complete the detailed Task Cost Worksheets before entering totals on RFP Costs Worksheet 1.

These Cost Sheets will become part of Attachment 6: Information Processing Systems Agreement(s) between the State and the vendor. Once the resultant contract has been executed and approved, vendors may supplement the Project Cost Sheets at any time to make additional Products/Services and their related terms/pricing available to the State. Vendors may update any pricing by requesting an amendment to the Product Schedule

---

**ATTACHMENT 2**

---

according to the provisions of the associated Information Processing Systems Agreement and this request for proposal.

**2.11.2. RFP COSTS WORKSHEET 2: PROPOSED TEAM**

1. Project Role/Skill Set
2. Hourly or Daily Rate
3. Total Hours or Days committed on-site
4. Total other Hours or Days committed to project
5. Other
6. Total Cost

The Proposed Team information is to include consulting services costs including the hourly costs for the classifications of vendor staff proposed for the Project, with job titles, and description of duties. This same information must also be provided for additional classifications the vendor may wish to utilize for system enhancements or related work, should the State wish to contract for additional services in the future.

**2.11.3. RFP COSTS WORKSHEET 3: SOFTWARE COSTS**

1. Software Release number
2. License Type
3. Number of Users allowed per license
4. Software Module license cost
5. Annual Licensing/Maintenance Costs
6. Other Expenses
7. Five-Year Licensing/Maintenance Costs

This Worksheet is intended to include costs associated with each of the software modules being proposed for this project. Vendors must provide specific detailed information for all one-time and all recurring costs. Vendors are to describe any price protection applicable to maintenance and support costs or any other recurring costs during the periods cited in the cost worksheets.

Vendors must provide, by unit and extended costs for the proposed software, the purchase price (including design and customization as required), license fee(s) and State license type(s) (lump-sum, perpetual or periodic payment license) and ongoing license, use, support, and/or maintenance fees commencing after the warranty period (specify the warranty period for all applicable products).

Standard price schedules, such as GSA or State Government price schedules may be submitted.

**2.11.4. RFP COSTS WORKSHEET 4: SERVICES**

---

**ATTACHMENT 2**

---

1. Vendor Person Assigned
2. Hours/Days allotted for the Pilot
3. Hourly Rate
4. Other Costs
5. Total Costs

This Worksheet is intended to include costs associated with each of the products, services, and deliverables of this project. Vendors must provide specific detailed information for all one-time and all recurring costs. Vendors are to describe any price protection applicable to maintenance and support costs or any other recurring costs during the periods cited in the cost worksheets.

The Project Implementation Summary is to summarize the cost information provided in the Project Implementation Schedule. The Summary is to list major milestones and the total cost of achieving these milestones. These milestones must be described in the Proposed Project Implementation Plan and the costs must be based on the costs listed in the previous Cost Table Worksheets.

The Project Implementation Summary will become part of Attachment 6: Information Processing Systems Agreement(s) between the State and the vendor.

**2.11.5. COST WORKSHEET 5; OTHER/OPTIONAL COSTS**

1. Hardware or Software Name
2. Model or Version/Release #
3. Licensing Information
4. Cost
5. Number of users supported per license
6. Annual Maintenance Costs
7. Other
8. Five-Year Cost Projection

Vendors are to list all hardware, operating and support software, the costs of these items, their maintenance costs, and all other associated costs to support the proposed application software. However, the State reserves the right to acquire hardware, operating and support software through its normal procurement channels for these items.

# Attachment 3 – Business & Technical Requirements

## Table of Contents

3.1	Pilot Program Description .....	2
3.2	Executive Summary .....	2
3.3	Background .....	3
3.4	Business & Technical Requirements .....	3
3.4.1	Software Requirements for Pilot Program .....	3
3.4.1.a	LAN .....	4
3.4.1.b	Internet installation (Web) .....	4
3.4.2	Standards Definitions .....	4
3.4.3	Space Management Data Population .....	4
3.4.3.a	Owned Properties/Facilities .....	5
3.4.3.b	Other Data .....	5
3.4.4	Lease and Property Management Data Population .....	6
	Leased Properties/Facilities .....	6
3.4.4.a	Lease Agreement Information .....	6
3.4.4.b	Property Management Information .....	6
3.4.5	Web Component Configuration .....	7
3.4.6	Training .....	7
3.4.7	Primary Goals of Pilot Program .....	7
3.5	Software Purchase .....	8
3.6	Business & Functional Requirements .....	9
3.6.1	General Software System Solution Min Requirements .....	9
3.6.2	Software System Solution Provider/Developer Min Req .....	10
3.6.3	General Technical Min Requirements .....	10
3.6.4	Initial Min. Business Require for S/W System Solution .....	11
3.6.5	Space Management of State-Owned Space Min Req .....	11
3.6.6	Minimum Lease Management Capabilities Required ...	12
3.6.7	Asset Management Requirements .....	12
3.6.8	Features of the Move Management Module Sys Req ...	12
3.6.9	AutoCAD Drawing Interface Requirements .....	13
3.6.10	The Report Generator Min Capabilities .....	13
3.6.11	Add'l General Software System Solution Req .....	14

Attachment 3-a Space Definitions

Attachment 3-b Existing Server & Workstation Information

### **3.1 Pilot Program Description**

The deliverable of this RFP is to provide the services and packaged software tool to implement a Facilities Management Software Pilot Program for the State of Connecticut, Department of Public Works.

The purpose of the Pilot Program is to thoroughly test the Space Management and the Lease and Property Management capabilities of the software and the processes and standards that will be used in populating and maintaining the database and drawings. The Pilot Program will include data linking (through AutoCAD), electronic data imports/exports, and implementation vendor data input for approximately 500,000 square feet of space.

### **3.2 Executive Summary**

The State of Connecticut, Department of Public Works is currently managing their property portfolio through multiple databases that are not currently able to integrate the data in order to provide accurate and timely information. DPW's objective for its Facility Management function is to acquire a packaged software system that provides the means for the integration, collection, and analysis of data, thereby allowing DPW to make more intelligent business decisions. DPW's initial goals for a Computer Aided Facilities Management (CAFM) system as established in their business plan are:

- Improved efficiency, effectiveness, and consistency in the use of State DPW Owned and Leased Office Space via the use of updated and consistently applied State Space Definition.
- Improved Cost and Budget Management via the installation of an improved DPW facilities cost reporting system.
- Improved planning and documentation of improvements and of required deferred maintenance projects.

To achieve these goals, the implementation of a CAFM system must be targeted to the needs of the organization. The State DPW has performed a Technical and Business Needs Analysis and has determined the primary functional requirements necessary for the success of this enterprise CAFM system. A packaged software product that will meet all the requirements stated in this RFP is our objective. This Pilot Program implementation is intended to test the full capabilities of the proposed software package prior to actual purchase of the software itself. This Request for Proposal is for conducting a Facilities Management Software Pilot Program to verify the functionality of the software and the processes that will be used in the overall CAFM implementation.

DPW is responsible for determining whether the proposed solution complies with the program and funding requirements of the Department of Public Works, Facilities Management Unit.

Proposals are requested from vendors having experience in establishing similar successful enterprise implementations of the software they are proposing for this purpose. The software requirements and services for this award are described in more detail in the Section 3.4. Business and Technical Requirements\_section of this RFP Attachment.

### **3.3 Background**

The DPW Facilities Management Unit is responsible for the operation or leasing of approximately 9.7 million square feet of state space, 6.8 million square feet owned/managed (this figure includes vacant campuses) and 2.9 million square feet leased. It also has the responsibility to maintain, in conjunction with the Office of Policy and Management (OPM), the State Land and Building Inventory.



ATTACHMENT 3

The DPW Facilities Management Unit responsibilities continue to grow in terms of both amount of space managed and the activities under its control. It will be necessary to maintain maximum efficiency to handle this growing level of responsibility by having systems in place to manage, control, and extract meaningful information. The DPW has conducted a Technical and Business Needs analysis to determine the specific requirements this packaged software product must encompass. The Pilot Program is intended as a “Proof of Concept”, which will include the installation of an evaluation copy of the proposed software, and will provide a thorough test of the Space Management and Lease and Property Management capabilities of the software and the processes and standards that will be used in creating, implementing, and maintaining the data and drawings.

Proposals are requested from vendors having experience in establishing successful enterprise implementations with the packaged software being recommended, of similar size and scope to what we are requesting. The required products and services for this award are described in more detail in the Section 3.4. Business and Technical Requirements section of this RFP Attachment

### **3.4 BUSINESS AND TECHNICAL REQUIREMENTS**

#### **3.4.1 Software Requirements for Pilot Program**

The successful vendor will be required to provide fully functional evaluation software at no charge for the duration of the Pilot Program. All services to be provided for the Pilot Program, with the exception of polylining and customization, is to be performed on DPW premises. Polylining and customization may be performed on-site or off-site, at the vendor’s discretion. At the successful conclusion of the Pilot Program, the software license will be purchased by the State of Connecticut DoIT/DPW and is to be installed, by the vendor, in the DPW production environment.

The software to be provided for the Pilot Program must minimally accommodate the following requirements:

##### **3.4.1.a LAN installation minimally on Two Test Workstations and a DPW Server:**

- Data to be stored in an MS SQL database
- Space management module (for Space & Occupancy Tracking and Space Programming & Forecasting)
- Lease and property management module
- Asset management module
- Strategic planning module (EIS functionality)
- Move management module
- Maintenance (work request/order) module
- AutoCAD integration capabilities
- Inquiry & Reporting module

##### **3.4.1.b Internet installation (Web) on Server:**

- Space management reports (view only)
- Move management (view and submit requests)
- Maintenance management (view and submit requests)

ATTACHMENT 3

The successful vendor will be responsible for the installation of the above stated software in a test environment at DPW. Installation for the Pilot Program will occur on minimally two workstations and the Server, and will include integration with AutoCAD. Installation will include setting up and configuring security for all products and modules that are to be included in the Pilot Program. The successful vendor will work closely with the State of Connecticut Department of Information Technology (DOIT) and Department of Public Works (DPW) during the software installation and configuration.

### 3.4.2 Standards Definitions

The DPW will be responsible for inputting into the software all **standards definitions** (see Attachment 3-a: Space Definitions) such as Space Types, Groups, Job Codes, and Space Definitions. The DPW will also be responsible for identifying any necessary new tables, fields, and reports, with the exception of a parking assignment table that is to be created by the successful vendor, if it does not exist in the software. The DPW will also be responsible for the modification of any existing tables, and/or fields, if necessary.

### 3.4.3 Space Management Data Population

The successful vendor will be responsible for populating the database, preparing the drawings for data linking, and for linking the drawings to the database records. The details of the data population are defined as follows.

#### 3.4.3.a Owned Properties/Facilities

The building data to be populated for Space Management will consist of approximately 460,000 square feet of the 25 Sigourney Street building and 40,000 square feet of the 165 Capitol Avenue building.

##### 25 Sigourney Street

- 19 floors: (5 of which are primarily parking spaces)
- 6<sup>th</sup> floor: to be polylined down to the cubical level (approx. 33,000 sq ft)
- All other floors: to be polylined down to the agency level

##### 165 Capitol Avenue

Ground floor only (to be polylined down to the agency level)

The successful vendor will be responsible for polylining the spaces defined in this RFP document. All polylining will be based on the State of Connecticut DPW Space Definition Standards, supplied later in this document, and all gross, net usable, and assignable space is to be polylined. The successful vendor will also be responsible for linking all polylines to the database.

The DPW shall provide electronic AutoCAD floor plans for 25 Sigourney Street and 165 Capitol Avenue

The DPW shall provide marked up hard copy plans designating agency delineations and employee names and locations.

The DPW shall provide an electronic “workstation management” database that contains basic employee information.

The successful vendor will be responsible for importing data from the “workstation management” database into the appropriate Space Management tables and fields. Data to be imported will include employee name (last, first), employee number, work address, work location, job classification, department/division, and agency for said pilot groups ONLY.

**3.4.3.b Other Data:** The successful vendor will be responsible for importing any other database identified by DPW as necessary for a complete software functionality test.

The successful vendor will be responsible for populating all necessary data into the Space Management module for the pilot groups identified above. This shall include inputting of the Space Identification Number and selecting the appropriate Space Standard and Space Type that is to be associated with each record.

The successful vendor will be responsible for linking personnel to space in the drawings and database for the designated floor of 25 Sigourney Street.

A table that contains parking assignment information is required. This table must be able to assign a parking space to a person existing in the database. The successful vendor will be responsible for creating this table if it does not exist in the software to be provided. The successful vendor will also be responsible for populating this table.

#### **3.4.4 Lease and Property Management Data Population**

The successful vendor will be responsible for populating the database. No AutoCAD drawing information will be depicted or linked within the Lease and Property Management module during the Pilot Program. This functionality, however, must be included in the software as this is a requirement that shall be implemented in the future. The details of the data population are defined as follows.

## **Leased Properties/Facilities**

The building data to be populated for Lease and Property Management will consist of all lease agreement information for four properties and lease management information for one property. The lease agreement properties to be included are 55 Elm Street, 2 Courthouse Square, Norwich, and Mystic/Anteon [or as otherwise designated by DPW at the time of project initiation]. The property management property to be included is 25 Sigourney Street.

Population of all data for Lease and Property will be input manually by the successful vendor, or imported from other data sources whenever possible. The following data shall be populated:

### **3.4.4.a Lease Agreement Information**

The successful vendor is to populate all applicable tables and fields containing lease agreement information including, but not limited to Lease Agreements and Abstracts (may be in various Excel spreadsheets), General Information, Financial Information, Terms, Operating Expenses, Renewals, Break Options, Expansion Options, Contacts, and associated business/workflow tracking information.

### **3.4.4.b Property Management Information**

The successful vendor is to populate all applicable tables and fields containing lease management information including, but not limited to General Information, Site Information, Financial Information, and Cost Information.

## **3.4.5 Web Component Configuration**

The successful vendor will be responsible for the installation and configuration of the required software modules. Configuration will include setting up security users and groups, publishing of reports to the web solution, and demonstrating graphical drilldown capabilities.

The successful vendor must create graphical drilldown capabilities. This shall include clicking on a State of Connecticut map to get to cities/towns, clicking on a city/town map to get to a building, and clicking on a portion of a building to get to the standard floor and lease information. The towns, buildings, and floors to be included shall be limited to those required for the Space Management and Lease and Property Management modules.

## **3.4.6 Training for Pilot Program**

The successful vendor will be responsible for providing a full knowledge transfer to the DPW and their designated representatives who are responsible for the Pilot Program testing. The knowledge transfer should not be as comprehensive as full training but must consist of transferring enough information to allow for the DPW and their designees to fully test and verify the successful implementation of the Pilot Program and to validate that all their goals have been met. The knowledge transfer shall occur during the Pilot Program. **More complete, modularized training must also be priced out for DPW to consider in this Pilot Implementation.**

## **3.4.7 Primary Goals of Pilot Program**

The primary goals of the Facilities Management Software Pilot Program are as follows:

Proof of concept and testing of the functionality of the software and processes. Tasks that are to be tested and reviewed include:

1. Polylining of space to a cubicle level
2. Tracking of data across buildings and floors

## ATTACHMENT 3

3. Room numbering system
4. Data importing/exporting capabilities. (Successful import/export of data with various databases, to minimally include the workstation management application, the DRS database, and CORE-CT via .XML files)
  - a. AutoCAD integration
  - b. Customization of software, if necessary
  - c. Property Management functionality
  - d. Lease Management functionality
  - e. Validation of necessary reports and creation of report samples
5. Determination of efficient processes that will be used in the full CAFM Software Project implementation.
6. Establishment of realistic cost estimates for full implementation.

### 3.5 Software Purchase

Upon the successful completion of the Pilot Program, the State DoIT/DPW intends to purchase the full licenses necessary for the software functionality identified below. All software is to be installed within the DPW/State of Connecticut environment. An IBM Netfinity Server is intended to house the CAFM Software, and specifications can be found in Attachment 3-b: existing Server Information. If there are any additional hardware or software requirements for the package being proposed, those items must be itemized and priced-out accordingly in your proposal response. In your proposal, please be sure to include provide pricing for the following:

LAN installed software (installed within one building):

- Database model to be MSSQL database
- **10** Seats of Space management module (minimum requirement)
- **10** Seats of Lease and property management module (minimum requirement)
- **5** Seats of Strategic planning module (minimum requirement)
- Installation of above (please indicate exactly what pricing structure allows for with each)
- Phone Support Services, Monday through Friday, 7:30 a.m. – 4:30 p.m., with four-hour phone response timeframe
- Maintenance Agreement (interim updates and full version upgrades at no additional costs). Provide annual costs for five years out
- In-house training for above, with individual module course content descriptions, durations, attendee limitations, costs, facility requirements, etc.
- All other related and necessary costs, itemized

#### Web server installed software

- Web access for a minimum of **50** people
- Installation and configuration of above
- Phone Support Services (as specified above)
- Maintenance Agreement
- In-house training for above
- Any other related and necessary costs, itemized, and projected out five years.

It is anticipated that the use of the software will be expanded in the future. Please provide pricing to purchase the additional functionality within 5 years

- **+5** Seats of Move management module (LAN and Web-based input)
- **+10** Seats of Maintenance (work request/order) module (LAN and Web-based input)
- **+5** Seats of Asset management module
- Installation and configuration of above
- Any additional costs for Phone Support Services
- Any additional costs for Maintenance Agreement
- In-house training for above
- All other related and necessary costs

### 3.6 Business & Functional Requirements

The DPW will perform significant testing of the software, services, and processes that will be used during the Pilot Program. Included below is a matrix depicting application requirements that are to be evaluated during the Pilot Program. Vendor responses must indicate clearly that their proposed software solution provides for each of the Business, Functional, & Technical requirements identified in this RFP. Vendor services associated with this Pilot Project will be paid for according to an agreed-upon payment schedule, which will include a 20% hold-back amount, to be paid upon successful completion of the pilot project.

## Section 3.6.1

### General Software System Solution Minimum Requirements

1)	Track Data for Land, Sites, Buildings, and Parking areas
2)	Provide easy centralized access to critical building drawing and space utilization information in support of the of the State's Security initiative
3)	Use of clear and recognizable facility (real estate) management terms
4)	Provide for ease of operation (i.e. graphical user interface [GUI] front end) with a uniform and consistent use of view layouts and keystroke uses
5)	Provide ready access to a single source, accurate inventory of state owned lands and buildings located in one central repository
6)	Include integration with AutoCAD that provides a seamless, bi-directional link from the AutoCAD (r14 or later) environment to the EWTA-compliant Database
7)	Provide User-definable data fields
8)	Offer multiple levels of secured access, including but not limited to field level by user and function
9)	Include simple-to-use yet comprehensive Ad hoc inquiry and reporting tool allowing multiple sorts
10)	Provide a user-modifiable reporting tool
11)	Allow for data (information, reports) required by the user to be viewed and/or printed out easily, as is necessary
12)	Provide a "notes" capability throughout the application in order to record activities and actions taken which are not accommodated within the data structure itself (to include historical logging and retention of multiple types of activities and log, i.e. business activity log)
13)	Be capable of comparing all system data by user-definable periods
14)	Allow users to construct and save customized queries, in the form of either screens and/or reports
15)	Have the ability to use maps, drawings, and photos to drill down critical data
16)	Have the ability to query the database and drawings to produce reports on any combination of data, and to produce graphical reports with highlighting determined by the data; that is, query the drawings for information and have the highlighting of areas being requested determined by the database
17)	Provide a minimum of two hard copies of complete technical, system and user documentation; and on-line context-sensitive help documentation must be available throughout the system
18)	Able to run in DPW's current technological environment (see Attachment 3-b Server information)

## Section 3.6.2

### Software System Solution Provider/Developer Minimum Requirements

State of Connecticut      Department of Public Works      RFP #04ITZ0047  
Computer Aided Facility Management (CAFM) System Pilot  
ATTACHMENT 3

1)	Have a sufficient installed base of the actual software product modules DPW requires, and willing to provide DPW with several (up to 3) current business clients as references, with similar size portfolios to DPW
2)	Have a strong customer and technical support department, with a toll-free support telephone number available 5 days a week during normal east coast business hours
3)	Be prepared to provide any evidence of experience, performance ability, and/or financial surety that the State deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals
4)	Have a time-proven and reliable software upgrade process for the proposed software product (preferably at least semi-annually), with timely notification and summary of upgrade contents distributed to existing client base
5)	Be able to demonstrate timely and successful testing and roll-out of production related fixes (version updates as opposed to new releases)
6)	Provide on-site training programs for each module, with complete training specific documentation for the specified number of DPW-specified state employees
7)	Be prepared, as part of Software System Solution acceptance, to demonstrate each of the required system capabilities to DPW, within the DPW-installed environment

### Section 3.6.3

#### General Technical Minimum Requirements

1)	Provide Windows NT 4.0, Windows 2000, and Windows XP standard interfaces and functionality
2)	Provide description of licensing model and any tiers associated with it
3)	Include fully functional and documented archiving, backup, and recovery capabilities
4)	Operate with tightly integrated modules and tools around a normalized database structure, resulting in a seamless sharing of data between modules
5)	Be an open, ODBC-compliant database design, object-oriented, relational, and bi-directional database management system consisting of State of Connecticut EWTA standard, off-the-shelf database structure, such as MS SQL (preferred), etc.
6)	Should be developed and supported in accordance with State of Connecticut EWTA programming language standards
7)	Must have read/write, read only, add, delete, modify, etc... security levels, available for various functions, by varying authority levels
8)	Allow users to update/populate system databases with bulk data input; for example, imports from delimited spreadsheets, and an ability for mass data changes
9)	Maintain a unique security profile for each user I.D. and groups of like users
10)	Include an easy-to-use, State of Connecticut EWTA standard report writer tool



State of Connecticut      Department of Public Works      RFP #04ITZ0047  
Computer Aided Facility Management (CAFM) System Pilot  
ATTACHMENT 3

11)	Allow all modules to share common information tables, use similar start up screen, use standard interface capabilities throughout, and be written in a consistent language and development environment throughout
12)	Allow multiple users to access the various modules at the same time without any noticeable negative impact on the computer network response time or product wide functionality
13)	Provide integrated Intranet/Internet connectivity with similar security and "look and feel" as local access
14)	Allow images to be scanned and stored and tracked in the database, e.g. pictures, layouts, AutoCAD drawings, sketches, etc...
15)	Have a menu driven interface with pick lists and context sensitive on-line help
16)	Allow users to import/export data from/to various external systems in multiple formats via API's or some similar method (for example, to our existing property management company systems, I.e., .xls, .doc, .dwg, etc. file types)
17)	Be able to exchange .tif and .pdf files seamlessly with the Oce' Imaging database within DPW
18)	Be able to exchange .xml files seamlessly with the CORE-CT PeopleSoft application
19)	Where personal data is listed as being required, the proposed system must have a secure link, either directly or through a middle-ware application, to the CORE-CT Financial and Human Resource system
20)	Should be a "thin client" application
21)	Should be an "N-tier" application
22)	Software that can support LDAP is preferred

## Section 3.6.4

### Initial Min. Business Requirements for this Software System Solution

1)	Management of State-owned space, including space planning and re-stacking
2)	Management of leased properties and lease-outs of owned properties
3)	Management of Real Property Assets
4)	Move Management
5)	AutoCAD building plan files & other file format interfaces
6)	Viewing and reporting capabilities

## Section 3.6.5

### Space Management of State-Owned Space Minimum Requirements

1)	Provide space programming and forecasting capabilities
2)	<b>Provide space and occupancy tracking information, such as:</b>
A	The ability to inventory and track space at multiple levels, including down to the cubicle level

State of Connecticut      Department of Public Works      RFP #04ITZ0047  
Computer Aided Facility Management (CAFM) System Pilot  
ATTACHMENT 3

B	Have the ability to track the assignment of all spaces to bureaus, departments, and employees
C	Must have the ability to classify all spaces by user defined codes for categories of occupancy and assignment
3)	Options must be available for stacking and blocking; and for re-stacking plans
4)	Provide the ability to store and analyze space utilization data for each facility
5)	<b>Provide the ability to generate preliminary restacking plans, to minimally include:</b>
A	Tools to allow a user to implement the appropriate measures to ensure there is consistent documentation and good tracking for handling of space requests
B	Tools to allow a user to develop recommendations for the appropriate utilization of space, based on data collected
C	The ability to provide "net usable" square footage value by agency or bureau
D	Provide the ability to attach photographs of the property to the property record
6)	Must have available multiple, flexible, detailed data fields for properties and buildings
7)	Must provide space use management capabilities
8)	Must provide the ability to associate personnel with assigned building parking spaces
9)	Calculates space charge-backs to DPW-definable occupant groups

### Section 3.6.6

#### Following are the Minimum Lease Management Capabilities Required

1)	Ability to manage existing and future state leases
2)	Ability to generate electronic tickler reminders for upcoming lease expirations
3)	Ability to view/report on leases from a variety of user-defined perspectives
4)	The ability to track where a lease is in the approval process
5)	The ability to monitor month-to -month leases [including length of time and reason in holdover status, etc.]
6)	Ability to include non-building elements which are leased - e.g. parking spaces
7)	An allowance for Lease Out processing and renewal of state-owned properties

### Section 3.6.7

#### Asset Management Requirements

1)	Ability to improve cost and budget management and enable charge backs
2)	Ability to track the location of an asset, both in the software database and on an AutoCAD drawing
3)	Ability to track departmental ownership/use

4)	Ability to track employee use and ownership
5)	Ability to track the standard cost
6)	Cost assignment capabilities

## Section 3.6.8

### Features of the Move Management Module System Requirements

1)	Ability to handle large, departmental moves, as well as simple moves, adds, changes (MAC)
2)	Ability to construct and compare multiple move schemes, to find and reserve space for pending moves, and to estimate move costs
3)	Ability to set up multiple pending move design schemes and to electronically compare them based on varying user-defined criteria
4)	Ability to store and report on "move" historical data
5)	Ability to generate schedules and tasks
6)	Ability to track all associated costs
7)	Ability to conduct trend analysis based on historical data
8)	Ability to track the standard cost to move
9)	Ability to show move details on AutoCAD floor plans
10)	Ability to create move summaries

## Section 3.6.9

### AutoCAD Drawing Interface Requirements

1)	Ability to identify all vacant and unreserved workspaces, support space, and unusable space
2)	Ability to show types of spaces in color-coded or hatched formats
3)	Ability to store and relate two-dimensional graphic information to text data
4)	Ability to calculate exact space areas from accurate scaled AutoCAD drawings
5)	Ability to verify that all space is in the database, and is accounted for
6)	Ability to provide in-house users with graphic representation of occupancy
7)	Ability to seamlessly share information with CORE-CT PeopleSoft software via .xml files
8)	Ability to link space boundaries on drawings to space records in the database
9)	Ability to reconcile & generate automated reporting on the differences occurring between the drawings and the database
10)	Ability to link graphic symbols on the drawings in their actual locations to people and equipment records in the database

State of Connecticut      Department of Public Works      RFP #04ITZ0047  
Computer Aided Facility Management (CAFM) System Pilot  
ATTACHMENT 3

11)	Ability to associate a vendor-supplied AutoCAD drawing with its corresponding database record
12)	Ability to poly-line the gross, net, and assignable space from AutoCAD or record drawings (as built)
13)	Ability to calculate exact space areas from accurate scaled AutoCAD drawings
14)	Ability to show departmental boundaries w/summary data on AutoCAD plans
15)	Automatic updating of the database from the final design scheme, i.e. enter and edit information in the database via forms in AutoCAD
16)	Ability to use the drawings as graphic reports; for example, color code a floor plan by department; and/or pull related information from the database and place it as text on the AutoCAD drawing
17)	Ability to pull related information from the database and display it on a drawing at the location of the linked space

### Section 3.6.10

#### The Report Generator must also have the Following Min. Capabilities

1)	Allow for compatibility with multiple printer types (with provision for any missing drivers) as determined necessary by the State/DPW
2)	Ability to PREVIEW all reports on-line before sending to hardcopy
3)	Flexible systems to query database for accessing and sorting information, while producing either one-time-only and/or recurring reports containing any combination of information from within the database
4)	Ability to draw on information from all system modules and assemble into consolidated custom reports and forms
5)	Ability to name and retain custom reports
6)	Ability to convert data to graphic output
7)	Export capabilities in ASCII format
8)	Import/Export capabilities with .tif, .pdf, and .xml formats
9)	Ability to share custom reports with all users
10)	Ability to select paper type and orientation during report/form design and generation
11)	Ability to use multiple fonts
12)	Ability to place logos on the reports/forms/documents
13)	Ability to seamlessly use third party report writers if necessary
14)	Ability to report from multiple databases/tables concurrently with integrated and consistent results
15)	Web-Enabled Reporting
16)	Standard and ad hoc reporting capabilities
17)	Simple-to-use yet comprehensive Ad hoc inquiry and reporting tools allowing multiple sorts

18)	Ability to locally or remotely, as determined by security levels assigned, electronically submit ad hoc queries
19)	Provide comparative analysis and tickler type reporting capabilities
20)	Allow users to construct and save customized queries, in the form of either screens, forms, and/or reports
21)	Ability to reconcile & generate automated reporting on the differences occurring between the drawings and the database
22)	Provide comparative analysis and tickler type reporting capabilities
23)	Data must be easy to sort for reporting purposes

### Section 3.6.11

#### Additional General Software System Solution Requirements

1)	Provides a seamless interface capability with other software packages and State of Connecticut EWTA standard data/file formats (i.e., .pdf, .tif, .xml, etc.)
2)	Overall ease of use
3)	Overall price

# Attachment 3a – Space Definitions

## DPW Space Definitions

SF	Term	Definition
200,000	Gross Building Area (GBA)	Total Constructed Area of a Building
1,000	Exterior Walls	The difference between GBA and GMA
199,000	Gross Measured Area (GMA)	Interior Gross
24,000	Vertical Penetrations (VP)	Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls.
	Stairs	
	Shafts	
	Elevators	
	Atria Space (above first floor)	
175,000	Rentable Square Feet (RSF)	GMA minus VP

<b>SF</b>	<b>Term</b>	<b>Definition</b>
<b>30,000</b>	<b>Floor Common Area (FC)</b>	<b>Areas primarily for the use of tenants on a floor.</b>
	Toilet Rooms	
	Janitors Closets	
	Electrical Rooms/Closets	
	Mechanical Rooms/Closets	
	Elevator Lobbies	
	Public Corridors	
<b>5,000</b>	<b>Building Common Area (BC)</b>	<b>Area of building that provides services to building tenants</b>
	Security Desks	
	Employee Lounges	
	Vending Areas	
	Cafeterias	
	Health/Fitness Centers	
	Daycare Facilities	
	Locker and Shower Rooms	
	Mail Rooms	
	Building Electrical Rooms (Generator Room)	
	Building Mechanical Rooms (Boiler Room)	

<b>140,000</b>	<b>Net Usable Square Feet (USF)</b>	<b>RSF minus the sum of FC and BC</b>
----------------	-------------------------------------	---------------------------------------

SF	Term	Definition
5,000	Secondary Circulation	Portion of a building required for access to some subdivision of space, by walls or not, that is not defined as primary circulation.
	Aisleways Between Work stations	
	Departmental Circulation	

135,000	Assignable Square Feet (ASF)	USF minus Secondary Circulation
	Workstations	
	Offices	
	Support Areas	
	Equipment Areas	



# Attachment 3B: Existing Infrastructure Environment Information

## 2-5 Current IT Technology

### 2-5.1 Infrastructure

#### Computing Environment

Infrastructure is managed at two levels at the State of Connecticut Department of Public Works. From the macro level, the Department of Information Technology (DOIT) provides all Wide Area Network (WAN) and some Local Area Network (LAN) backbone, central processing on VAX based mainframes, e-mail, and hardware/software procurement. DOIT provides these services for all State Agencies including DPW.

The WAN environment does not extend to all locations, but includes T1 and other connections from certain locations back to the DOIT processing center. Ethernet based LANs exist in a number of buildings and in some buildings a fiber optic network is in place. The central processing function involves VAX based programs that are served to client workstations. This service also includes application support and training.

At the agency level, the DPW maintains a LAN at 165 Capitol Avenue. Ten servers are divided into two domains: DPW\_STATE\_CT and DPW\_TRAINING. Six servers in the DPW\_STATE\_CT domain perform: Primary Domain Controller (PDC) running DHCP, DNS, and WINS; Backup Domain Controller (BDC); File and Print Server; SQL Server; OCE Server, and Ms Windows 2000 Server. Two servers in the DPW\_TRAINING domain perform: PDC with File and Print server and BDC. There are also two testing servers. The building is already wired with category 5e 100Mb/s Ethernet twisted pair with a fiber optic backbone. The workstation-operating environment is Ms Windows NT 4.0, with plans to upgrade to MS Windows XP in the next two years. Ms Office 97 is used for office automation functions, with plans to upgrade to MS Office 2000 or XP in the next two years. The Servers are all planned to be upgraded to MS Windows 2000 in the next two years. There are also two small off-site DPW locations, also having T1 line access to DOIT.

DPW has one unused file server available for use in the CAFM project. The specifications are as follows. IBM Netfinity 7100 Pentium III, Model 8666-11Y-1RY, 550 mhz / 100 Xeon processor. 1 Gigabyte RAM, 512K L2 Cache. Attached EXP300 RAID compliant disk array. Total current storage capacity is 80 Gig.

DPW is connected to the Metropolitan-area-Network (MAN). This was accomplished October 22, 2003. The MAN connection is in the basement and the DPW servers are located on the 5th floor. Connectivity from the MAN to the DPW servers on the 5th floor is Fast Ethernet. Connectivity between switches on the various floors is also Fast Ethernet. DPW has a proposal for upgrading their internal network with new equipment and Gigabit connectivity between floors and back to the MAN.

**CAFM Server Spec: Netfinity\_7100spec.pdf**

### Attachment 3C - Sample of Current Facility Management Reports and Forms

The reports and forms listed below illustrate the type of data currently being collected by DPW Facilities Management. Formatting has been altered to meet the requirements of MS Word, and Excel Forms and Reports may have to be reengineered to meet the formatting capabilities of the CAFM system.

- 1) Periodicals for Preventive Maintenance
- 2) DPW Owned/Managed Properties Contact List
- 3) Fiscal Year Budget Expenditures by Building
- 4) Fiscal Year Budget Expenditures Narrative
- 5) General Main Inspection Form
- 6) Parking Totals with % of Employee Count by Building
- 7) Parking Distribution by Individual Building
- 8) Capital Improvements Projects List
- 9) DPW Capital Improvement Request Form
- 10) Proposed Budgets
- 11) Facilities Management Safety Audit
- 12) Leasing Inventory
- 13) List of Leases at State Owned Properties
- 14) Lessor Insurance Certificate Chart
- 15) Lease-out Insurance Certificate Expiration Chart

#### Attachment 3C-1 - Periodicals for Preventive Maintenance

This report is issued by the In-house Property Management group in order to track scheduled maintenance completions. The report is updated monthly. The key in the upper left corner indicates codes to be used with the scheduled date indicating the type of action/inaction.

R=Repair P=Purchased MC=Maintenance Contract NA=Not Applicable ND=Not Done		Periodicals for Preventive Maintenance	
	Recommended Frequency	Scheduled Date: (Month)	Completion Date w / Initials
Roof Inspections	Semi-Annual		
Roof Repairs	As Needed		
Air Quality Inspection	As needed		
Lieberts for Computer Rooms	Semi-Annual		
Humidifier Bottles	Semi-Annual		
Telecom Room HVAC	Semi-Annual		
Window a/c	Annual		
Filter Changes (window units)	Annual		
Exhaust Fan Maintenance	Annual		
VAV Boxes	Annual		
Damper Boxes (Fire)	5-Year		
AHU's			
Filter Changes	Quarterly		
Coil and Pan Cleaning	Annual		
Belt Changes	Semi-Annual		
Chiller Maintenance			
Monthly Inspection			
Annual Startup			
Annual Shutdown			
5-yr Maintenance			
Condenser Water Systems			
Condensor Water Pumps & Piping	Semi-Annual		

Cooling Towers	Monthly/Annual	
Plate & Frame Heat Ex.	Semi-Annual	
Glycol Cooling Loops	Semi-Annual	
Chilled Water Systems		
CWP	Semi-Annual	
Secondary CWP	Semi-Annual	
Drinking Water Pumps	Semi-Annual	
CW Piping	Annual	
Heating Plant		
Hot Water	Annual	
Steam/Hot Water Heat Exchanges	Annual	
Gas Fired Hot Air Furnaces	Quarterly/Yearly	
Steam/Hot Water Heat Exchanges	Annual	
Ceil Hung Heating Units	Annual	
Rooftop Units	Annual	
R=Repair		<b>Periodicals for Preventive Maintenance</b>
P=Purchased		
MC=Maintenance Contract		
NA=Not Applicable		
ND=Not Done	Recommended	Scheduled Date: Completion Date
	Frequency	
		(Month) w / Initials
Heatpumps	Annual	
Steamtraps	Annual	
Fancoils	Quarterly/Yearly	
Filter Changes	Quarterly	
Heating Oil Delivery	Weekly	
Water Treatment	Monthly	
Patio Drains	Annual	
Domestic Water Systems		
Domestic Hot Water Heaters	Quarterly	
Backflow Preventors	Annual	
Drinking Water Filter Systems	Quarterly	
Sanitary Systems		
Sump Pumps	Annual	
Sewage Ejector Pumps	Annual	
Backflow Preventors	Annual	
Electrical		
Switchgear	5-Year	
Main Breakers	5-Year	
Panels	5-Year	
Building Automation		
Emergency Lights	Quarterly	
Transformers	Yearly	
Buss Ducts (600 volts or less)	Annual	
Invertor Systems	Semi-Annual/Monthly	
Elevators	monthly	
Emergency Generator		
Full Load Test	Semi-Annual	
Test Run Generator	Weekly	
Batteries	Monthly	
Annual Oil Analysis	Annual	
Switch Gear Maintenance	Semi-Annual	
Record monthly hours of operation	Monthly	
Keep 12-month total of hours of operation	Monthly	
UPS Systems		
Fire Suppression		

Dry System	Semi-Annual	
Wet System	Monthly	
Fire Alarm Equipment	Monthly	
Sprinklers	Semi-Annual	
Batteries	Monthly	
Flow Alarms	Monthly	
Fire Extinguishers	monthly	
Halon Systems		
Fire Detection Systems	Quarterly	
Fire Drill	Bi-Annually	
R=Repair		<b>Periodicals for Preventive Maintenance</b>
P=Purchased		
MC=Maintenance Contract		
NA=Not Applicable		
ND=Not Done	Recommended Frequency	Scheduled Date: Completion Date
		(Month) w / Initials
Security Systems		
Monitoring	annual billing	
Computer Program		
Card Access Units	Quarterly	
Panic Buttons		
Building Alarms		
Battery Replacement	Quarterly	
Cameras		
Life Safety		
Voice Evacuation		
Parking Lots - Surface		
Catch Basin Cleaning	2 yr	
Surface Inspection		
Lighting		
Parking Garage		
Overhead Doors	Semi-Annual	
Loading Dock/Levelors	Annual	
Storm Drainage	Semi-Annual	
Floor Drains	Weekly	
Sprinkler Systems	Weekly	
Monitors	Daily/Weekly	
Emergency Panic Systems	Daily/Weekly	
Sanitary Sewers	Annual	
Gas Detection Equipment	Annual	
Expansion Joints	Quarterly	
Lighting	Weekly	
Underground Tank Inspections		
Catodic Testing of tanks / piping (steel)	Annual	
Monitoring fill of Tanks	Whenever filled	
Check overfill protection valve	Monthly or	
Clean-Out overfill bucket	Whenever filled	
Heating Oil Tanks		
Record fuel level and check for water	Daily	
Analysis of records to determine leakage	Weekly	
Diesel Tanks < 1000		
Inventory Control Checks	Weekly / Monthly	
Diesel Tanks > 1000		

		<b>Periodicals for Preventive Maintenance</b>
R=Repair		
P=Purchased		
MC=Maintenance Contract		
NA=Not Applicable		
ND=Not Done	Recommended Frequency	Scheduled Date: Completion Date

		(Month) w / Initials
Inspect Leak Detection System	Weekly / Monthly	
Above Ground Storage Tanks		
Integrity ( leakage from visual inspection)	weekly	
Inspect containment to insure it is clean	weekly	

### Attachment 3C-2 DPW Managed State Owned Properties Contact List

All DPW owned/managed buildings would be listed under the Location column with the appropriate data for building contacts under specific column headings.

LOCATION	MANAGEMENT FIRM	BUILDING SUPERVISOR	OFFICE PHONE & FAX	CELLULAR PHONE	BEEPER NUMBER	HOME NUMBER	E-MAIL	DPW CONTACT	TENANT AGENCIES
Ashmun St. New Haven, CT									
765 Asylum Ave. Hartford, CT									
309 Buckingham St. Hartford, CT									

### Attachment 3C-3 Fiscal Year Budget Expenditures by Building

This report was created by a contracted property management firm to report actual monthly expenses and projections for the next fiscal year. The report would be extended to cover all months within the budgeted fiscal year. A narrative document would be attached to this explaining various expenses and cost break down. The format presented by this report may be adopted by DPW for all owned/managed buildings.

Property Name:

Sq Ft:

FY 2003 (6/01/02-5/31/03) Operating Budget

Prepared by:

For the Department of Public Works

State of Connecticut

Date Prepared:

FY 2003 Proposed Budget per S.F.	FY 2002 Projected 12 Month Actuals	FY 2002 12 Month Actuals per S.F.	\$ Per S.F. Variance +/-
---	---	--	--------------------------------

<u>Acct Code</u>	<u>Acct Title</u>	<u>June</u>	<u>July</u>	<u>TOTAL</u>
------------------	-------------------	-------------	-------------	--------------

#### EXPENSES:

#### Cleaning

Cleaning Services  
Pest Control  
Cleaning Supplies  
Window Washing  
Trash Removal

Total Cleaning

#### Repairs & Maintenance

Electrical Services  
Electrical Supplies  
Lighting Supplies  
HVAC Services  
HVAC Supplies  
Elevator Services  
Plumbing Services  
Plumbing Supplies  
General Building  
Payroll  
General Building  
Supplies

General Building  
Maintenance  
On-Site Office  
Telephone  
Signage

Total Repairs & Maintenance

**Utilities**

Electricity  
Gas  
Fuel Oil  
Purchased Steam  
Purchased Chilled  
Water  
Water/Sewer

Total Utilities

**Security & Life Safety**

Security Services  
Other Security  
Expense  
Fire Protection

Total Security & Life Safety

**Roads & Grounds**

Landscaping  
Indoor Plants  
Snow Removal  
Asphalt Maintenance  
Parking Lot  
Sweeping

Total Roads & Grounds

**Administrative**

Administrative  
Payroll  
Office Supply &  
Expense  
Management Fee  
Other Professional  
Fees  
Other Administrative  
Expense  
Fees & Licenses

Total Administrative

**TOTAL OPERATING EXPENSES**

**Attachment 3C-4 Narrative - Fiscal Year Budget Expenditures by Building**

Date Revised:

Prepared By:

**DEPARTMENT OF ADDICTION SERVICES  
23 LAVERY AVE - BRISTOL****Budget Period: June 1, 2002 through May 31, 2003****EXPENSES:**

**1. Cleaning Services:** Figures represent costs for general janitorial, carpet cleaning, semi-annual cleaning of floor in Computer Room/Message Center and a lobby floor maintenance program. This year the cost of cleaning services will increase because of Public Act No. 99-142.

<b>Janitorial</b>	<b>\$</b>
<b>Shampoo entire facility</b>	<b>\$</b>
<b>Lobby Floor Maintenance</b>	<b>\$</b>
<b>Semi-annual cleaning of computer room plenum floor</b>	<b>\$</b>

**2. Pest Control:** Figures based on actual costs of non-toxic pest control. **\$**

**3. Cleaning/Paper Supplies:** Figures represent costs for lavatory paper, soap and trash bags for the building (\$) and lobby mat rental (\$) for a total of **\$ year.**

Lobby Mat Rental – November through June @ \$ mo  
July through October @ \$ mo.

**4. Window Washing:** Based on actual costs to wash windows inside and outside once each year, in the Spring. **\$ year.**

**5. Trash Removal:** Figures based on actual costs for trash, cardboard removal as well as white office paper recycling. Costs are expected to increase by 13% in July. **\$ year.**

**Attachment 3C-5 General Maintenance Inspection Form**

The inspection form is used by the Contracted Property Management unit to score management companies on how well they are maintaining DPW owned/managed buildings

**Location:**

**Property Management Company:**

**Property Manager:**

**Date:**

**State Representative:**

**Purpose of Visit:**

**Score Code**

4=Excellent      1=Needs Improvement

3=Good            0=Poor

2=Average        NA=Not Applicable

NO= Not Observed

	SCORE	Comments
--	-------	----------

**Exterior Grounds**

Parking Lot Surface  
 Parking Lot Lighting  
 Striping  
 Crackfilling  
 Curbing  
 Sidewalks  
 Main Entrance  
 Flags & Poles  
 Signage  
 Catch Basin Cleaning  
 Landscaping  
 Tree Pruning

**Total Score**

**EXTERIOR BUILDING**

Exterior Skin  
 Caulking  
 Expansion Joints  
 Windows  
 Gaskets  
 Other

**Total Score**

**MAIN ENTRANCE-INTERIOR**

Entrance Doors  
 Security Cameras  
 Lobby/Foyer  
 Security Desk Area  
 Security Guards  
 Sign In Book  
 Card Access  
 Glass  
 Doors/Hardware  
 Signage  
 Overall Cleaning

**Total Score**

**Elevators**

Lighting  
 Buttons Interior  
 Call Buttons Exterior  
 Floors



Walls  
 Ventilation  
 Test Elevator Phone  
 Inspection Certificate

**Total Score****Stairwells**

Floors  
 Walls  
 Lighting  
 Ceilings  
 Emergency Lighting  
 Signage  
 Overall Cleaning

**Agency Space**

Floors  
 Walls  
 Lighting  
 Ceilings/Tiles  
 Water Penetration  
 Supplies>Returns  
 Doors/Hardware  
 Systems Furniture  
 Offices  
 Conference Rooms  
 Computer Rooms  
 Mail Rooms  
 Breakrooms  
 Overall Cleaning  
 Other

**Water Fountains**

Clean  
 Cold  
 Other

**Total Score****Restrooms**

Toilets/Urinals working  
 Sinks & Faucets working  
 Condition of Walls  
 Condition of Floors  
 Lighting  
 Ample Product  
 Stall Partitions & Doors  
 General Cleanliness  
 Other

**Total Score****Safety**

Exit Lighting  
 Emergency Lighting  
 Fire Extinguishers  
 Fire Doors  
 Evacuation Plan  
 Fire Drills  
 Sprinkler System (contract)  
 Fire Detection(contract)

**Total Score****Roof**

Roof Inspection

Roof Surface  
 Ballast  
 Drainage(ponding)  
 Drains Cleaned  
 Expansion Joints  
 Gutters  
 Equipment Curbs  
 Exhaust Fans  
 Pitch Boxes  
 Other

**Total Score****Loading Dock**

Overhead Doors  
 Dock Levelors  
 Dock Bumpers  
 General Cleanliness  
 Dumpster / Recycling

**Total Score****Mechanical Rooms**

Filters  
 Drain Pans (cleanliness)  
 Leaks  
 Floors  
 Walls  
 Panels Labeled & Current  
 Piping Labeled  
 Lighting  
 Fire Stops in penetrations  
 Manuals or Prints  
 Equipment Tags for Service?  
 Painting Required?  
 Any Unusual Noises?  
 Water on Floor?  
 Alarms on Equipment?  
 Overall Cleanliness?  
 Coil Cleaning

**Total Score****Elevator Mechanical Room &/or Pit**

Sump Pump?  
 Overall Cleanliness  
 Last Service Performed?  
 Other

**Underground Storage Tanks**

Leak Detection  
 Overfill Protection  
 Activity Records

**Above Ground Storage Tanks**

Inspection for Integrity

**Total Score****Parking Garage**

Entrance  
 Signage  
 Card Access Points  
 Overhead Doors  
 Floors  
 Doors

Hardware  
Stairwells  
Lighting  
Striping  
Walls  
Ceilings  
Expansion Joints  
Emergency Call Buttons  
Attendants  
Doors  
General Cleanliness  
Other  
**Total Score**

**Attachment 3C-6 Parking Totals with % of Employee Count - By Building**

All properties would be included in this report.

<i>Suzanne Robbins, Property Mgr. Service Management (418-6078)</i>				<i>Donna Baisley DPW (713-5688)</i>			
<b>60 Washington St. Garage</b>				<b>165 Capitol Avenue</b>			
<b>Total # of Spaces – 450</b>				<b>Total # of Spaces – 701</b>			
Agency	# of Parkers	% of Space	# of Employees	Agency	# of Parkers	% of Space	# of Employees
APA (Auditor of Public Accounts)	12	1.20%		Child Advocacy	2	0.29%	
Bushnell	71	7.07%		Dept. of Admin. Services	86	12.37%	350
CJD (Criminal Justice Dept.)	2	0.20%		Dept. of Consumer Protection	56	8.06%	175
CPRB (ct Property Review Board)	7	0.70%		Education	87	12.52%	290
CSL (CT State Library)	22	2.19%		Dept. of Environmental Protection	19	2.73%	
Cyclone (Cleaning Company)	1	0.10%		Dept. of Public Works	216	31.08%	194
DAS	273	27.19%		Judicial Selection Comm.	1	0.14%	1
DCP	34	3.39%		Properties Review Board	9	1.29%	5
DEP	121	12.05%		State Ethics Comm.	2	0.29%	
DMR	1	0.10%		First Come First Serve, Car Pool & Van Pool	209	30.07%	
DOC	1	0.10%		Handicapped	8	1.15%	
DOE	121	12.05%					
DPDS (Div. Of Public Defender Services)	1	0.10%					
DPH	2	0.20%					
DPH Lab	4	0.40%					
DPW	150	14.94%					
Freedom of Info. Commission	11	1.10%					
Hebb & Gitlin (monthly parkers)	2	0.20%					
Hispanic Health Council	5	0.50%					
Levy & Droney (monthly parker)	1	0.10%					
Office of Attorney General	5	0.50%					
Office of Child Advocate	3	0.30%					
Office of Claims Commission	3	0.30%					
Office of Chief Public Defenders	51	5.08%					
OR&L	1	0.10%					
Office of Treasurer's Dept.	5	0.50%					
RTCE (monthly parkers)	2	0.20%					
State Ethics Commission	5	0.50%					
State Elections Enforcement Commission	11	1.10%					
Service	11	1.10%					
Sheriff	2	0.20%					
Secretary of State	62	6.18%					
Misc.	1	0.10%					
<b>Totals - 60 Washington St.</b>	<b>1004</b>	<b>#####</b>		<b>Totals – 165 Capitol Ave.</b>	<b>695</b>	<b>#####</b>	<b>1,015</b>

60 Washington St. Stopped accepting paying customers when DAS moved in on 5/22/00; cardholders only.

As of 5/22/00 using "reserved area" for overflow meetings, etc. Used to be able to accommodate many @ 60 Washington St.; Now go to Wadsworth St., LOB upper level etc.

**Attachment 3C-7 Parking Distribution by Individual Building**

One report is issued for each building.

<b>505 Hudson Street Parking Distribution</b>								
<u>Agency</u>	<u>Employees</u>	<u>Square Feet</u>			<u>Spaces</u>			
DCF	436	79,191		Upper Garage	31			
Children's Trust Fund	7	1,050		Lower Garage	45			
Victims Adv	4	1,659		Surface Lot	363			
Bd. of Firearms	2	1,050		Cedar St.	83			
DECD	188	40,407		Total	522			
PSRB	4	2,050						
Judicial Review	2	1,726						
Total	643	127,133						
10 Designated Visitor Spaces								
25% oversell on Hudson surface					363 Base Count			
25% oversell on Cedar St.					363 - 10 Visitor Spaces			
Propark Available as of 2/25/02 60 spaces					353		83 Base Count	
Trainees park at Propark					353 x 25% = 441		83 x 25% = 104	
Agency	Total	Percentage of	Upper Garage	Lower Garage	Surface lot	Pro Park	Cedar St.	Total
	Employees	Building	No O/S	No o/s	Hudson	Funded thru	w/25% o/s	
	Filled less		31 Spaces	45 Spaces	w/25% o/s	7/1/02 by DCF	104	
	field. OPM		Reflects no change	reflects no change	441	60		
DCF	436	67	18	28	295	9	86	436
DECD	188	33	11	13	146		18	188
Children's Trust	7		0	1	6			7
PSRB	4		1	0	3			4
OVA	4		1	1	2			4
BOFP	2		0	1	1			2
JRB	2		0	1	1			2
Service Mgt.	3		0	0	3			3
*DCF - out of the 436 employees they have 64 field people.								
DCF - 18 Consultants		DECD - 12 Consultants						

**Attachment 3C-8 Capital Improvement Projects List - Team Managed Projects**

A similar report is issued for Facility Managed Projects.

CAPITAL IMPROVEMENT PAROJECTS LIST													
TEAM MANAGED PROJECTS													
Location	Building	Work Description	Rationale	Estimated	Team Admin.	Client Agency / Facility. Mgt. Contact	Phone #'s	Request	Requested	Project	Project Status	Percent	Antic. Date
	No.			Costs				Date	By:	No		Complete	Complete
Capitol Avenue - 165	19263	Relocation. Dept. of Ed. Human Resource to ground. fl.	Need more work space. Need to be closer to security office ground. fl.		M. Rice	Richard Wilber/ E. Gunes		01/02/02	R. Wilber - DOE	BI-2B-171	Design complete. Soliciting bid from DAS Contractor	Design - 100%	8/30/02
Capitol Avenue - 165	19263	Request for an Architect Designer to enclose stairwell egress.	All Exits shall terminate directly at a public way. Code requirement. Sect. 5-7 Life Safety - 101		Not Selected	P. Levesque / R. Tabaka		05/31/02	G.. Nakos / R.Tabaka	Not Assigned	.	N/A	N/A
Capitol Avenue - 165	19263	Repair / separate waste/storm lines.	Code requirement. Cited by MDC. Prevent Flooding.		T.Desroches	G. Niles		01/26/01	G. Niles	BI-2B-124	Repair complete. Storm/Sanitary Separation on hold.	Repair - 100%	On Hold
Capitol Avenue - 165	19263	Parking Lot Improvement	Need Design for Pkg Lot Security Fencing		M. Rice	G. Niles		03/22/02	GNiles	BI-2B-158	Waiting for security Master Plan Resolution. Moneys are for Design only of perimeter design fencing.	N/A	N/A
Capitol Avenue - 165	19263	Elevator Upgrades	Elevators are outdated. Controls no longer capable of repairs. Constant Failures affect operation.		M. Rice	P. Levesque		01/16/02	G. Nakos	BI-2B-162	Consult. Report deliv. To Fac. Mgmt for review 6/28/0.	Report - 100%	Bids - 11/6/02; Constr. - July '03
Capitol Avenue - 410-474	20359	Need general paging system for building security.	Need to communicate with 410-474 Bldg. Order an emergency.		Not Selected	D. Baisley		05/01/02	D. Baisley	N/A		N/A	N/A
			<b>Total</b>										

**Attachment 3C-9 DPW Capital Improvement Request Form**

This form is used by Engineering/Project unit to request funding for Facility Managed projects.

<b>DPW CAPITAL IMPROVEMENT REQUEST</b>								
<b>FY '2004 &amp; FY '2005</b>								
BUILDING LOCATION	DPW NUMBER	GROSS SQ. FT.	OCCUPYING AGENCIES	DESCRIPTION OF CAPITAL IMPROVEMENT	RATIONALE	ESTIMATED EXPENDITURE	FY '2004 7/01/03 - 6/30/04	A/E & DPW FEES
1111 Country Club Rd.		108000	DPS	Install new roof	Roof is nearly 20 yrs old			
					Flashing is "shot"			
				Caulk atrium roof over lobby	Caulk is dried up, leaks in spots			
				Replace six boilers	Past expected life expectancy			
				Replace carpet throughout	Carpet is 8 yrs. old, very worn			
				Replace loading dock door	Needs frequent repairs - 20 yr old			

## Attachment 3C-10 Proposed Budgets

Proposed Budgets						Proposed 00-01		Available
Draft 6/20/00 <u>Location</u>	<u>Mystic Education Center</u>	<u>Campus Uncas</u>	<u>Campus Seaside</u>	<u>Campus Altobello</u>	<u>Campus Roland Gov't Center</u>	<u>Budget Totals</u>	BC Net Expend 5/31/00	Sid 015 Funds 00-01
Sq.ft. Accounting.	280,394	321,268	175,445	180,474	99,500	1,057,081		
Square Foot-PM's	263,540	300,000	173,204	300,000	99,500	1,136,244		
Occupancy			Vacant		1st Yr Occupancy			
Move Activity?					Commence 8/00			
Management Company	Fusco	Tunxis	OR&L	DMM	Fusco			
Chargebacks		% Limited						
Operations								
Special Use?		Café						
Parking Lots	On site	On site	On site	On site	On site/City Garage			
CLEANING								
Cleaning Services								
Pest								
Cleaning Supplies								
Mat Svc								
Windows								
Trash								
Total Cleaning								
REPAIRS & MAINT								
Electrical Services								
Electrical Supplies								
Lighting Supplies								
HVAC Services								
HVAC Supplies								
Elevator Services								
Plumbing Services								
Plumbing Supplies								
General Bldg Payroll								
General Bldg Supplies								
General Bldg Maintenance								
Telephone/Pagers								
Signage								
Total R&M								



UTILITIES								
Electricity								
Gas								
Fuel Oil								
Purchased Steam								
Purchased CW								
Water/Sewer								
Total Utilities								
PB 2001								
SECURITY/LIFE								
SAFETY								
Security Services								
Other Security								
Expense								
Fire Protection								
Generator								
Total Security/Life								
Safety								
ROADS &								
GROUNDNS								
Landscaping								
Indoor Plants								
Snow Removal								
Asphalt Maintenance								
Parking Lot								
Sweeping								
Total Roads &								
Grounds								
Administrative								
Property Mgr Payroll								
Office Supply &								
Expense								
Management Fee								
Other Professional								
Fees								
Other Admin								
Expense								
Fees & Licenses								
Total Administrative								
Total Operating								
Expenses								
Total Operating w/o								
Utilities								
00-01 Budgetw/util								
00-01 Project Act								
Ref: PM's forecast								
Actual'98-'99								
Ref: Gr Ex-J.Love								

**Attachment 3C-11 Facilities Management Safety Audit**

Audit conducted by Facility Planning-Environmental, Health and Safety unit

**Facilities Management Safety Audit (State Owned)****revision date 4/24/02**

DPW File No. :

Completed By:

Survey Date:

Building Name:

Address:

Occupancy:

Other Tenants:

Property Manager:

Property Management Company:

Address:

Telephone Number:

Contacts During Audit:

Reviewed Audit Results/Recommendations: Y ( ) N ( )

Building Construction Type:

Year Built:

Number of Stories:

Year(s) Renovated &amp; ( est.) % :

Separate Fire Divisions: Y ( ) N ( )

Vertical Openings: Y ( ) N ( )

Protected: Y ( ) N ( )

Sprinkler Protection Y ( ) N ( )

Bldg. % Protected (est.):

Common Hazards Installed & Maintained Adequately: Y ( ) N ( )

(Evaluate wiring, heating, air conditioning, elevators, etc. for proper installation, maintenance, compare against applicable codes...NFPA, ANSI, etc...) Note any deficiencies and/or problems...etc.

Building Systems:Overall Rating: ( ) Satisfactory ( ) Needs Improvement

(Evaluate S or NI)

Plumbing: \_\_\_\_\_ Heating: \_\_\_\_\_ A/C: \_\_\_\_\_ Electrical: \_\_\_\_\_ Roof \_\_\_\_\_

Housekeeping, Storage, &amp; Trip/Fall Exposures

Hazardous Materials Stored/Used on Site? Yes ( ) N ( )

If Yes, List Type, Use, &amp; Location(s), etc.: \_\_\_\_\_

HazMat Program Code Compliant and Controls Effective? Satisfactory ( ) Needs Improvement ( )

Overall Housekeeping: Satisfactory ( ) Needs Improvement ( ) Exterior Walkways/Stairs/Ramps/Loading Docks: Satisfactory ( ) Needs Improvement ( )

Interior Walkways/Stairs/Floor Surfaces: Satisfactory ( ) Needs Improvement ( )

Comments: \_\_\_\_\_

Fire Protection &amp; Alarm Systems

Fire/Smoke Spread Controlled: Yes ( ) No ( )

Fire/Smoke Barriers NFPA Code Compliant Yes ( ) No ( )

Sprinkler System(s) Maintenance Service Contract/Testing Yes ( ) No ( ) Date Last Tested: \_\_\_\_\_

Back flow preventors tested Annually? Yes ( ) No ( ) Date Last Tested: \_\_\_\_\_

Fire Alarm System(s) Maintenance Service Contract/Testing Yes ( ) No ( ) Date Last Tested: \_\_\_\_\_

Fire Extinguisher(s) Maintenance Service Contract/Inspected Yes ( ) No ( ) Date Last Inspected \_\_\_\_\_

In-House Self Inspection Program Yes ( ) No ( ) Frequency: \_\_\_\_\_

Other Extinguishing/Suppression System(s) Yes ( ) No ( ) Date Last Tested: \_\_\_\_\_

If Any, List Type, Use, &amp; Location(s), etc. \_\_\_\_\_

Life Safety(NFPA 101)

Exit Capacity Sufficient: Yes ( ) No ( )

Travel Distances To Exits NFPA 101 Code Compliant: Yes ( ) No ( )

Emergency Egress Passages &amp; Exits Properly Signed/Marked Per NFPA 101: Yes ( ) No ( ) Emergency Lighting NFPA 101 Code Compliant: Yes ( ) No ( )

Evacuation Plans/Fire Drills Conducted Semi-Annually: Yes ( ) No ( ) Date of Last Drill: \_\_\_\_\_

Fire Drill Report Sent To State Fire Marshall's Office: Yes ( ) No ( )

Comments: \_\_\_\_\_

Indoor Air Quality

Equipped with a Central HVAC? Yes ( ) N ( ) If not describe below: \_\_\_\_\_

Outside Air Supply Conform To DPW Guidelines? Yes ( ) No ( ) N/A ( )

Indoor Air Quality Controls In Place &amp; Effective: Yes ( ) No ( )

HVAC Systems Properly Serviced/Maintained: Yes ( ) No ( )

Adequate Air Movement at Supply/Returns? Yes ( ) No ( )

Temperature Settings within Guidelines? Yes ( ) No ( )

Any Reported Past Problem(s)/Complaint(s)? Yes ( ) No ( )

If Yes, Have Past Problem(s) Been Corrected or Eliminated? Yes ( ) No ( )

Is There A Need To Complete Further Testing/ Investigation? Yes ( ) No ( )

Comments: \_\_\_\_\_

\_\_\_\_\_

Asbestos

Asbestos Abatement Controls Adequate: Yes ( ) No ( )

Exposures Identified Within Specific Building Spaces: Yes ( ) No ( )

If Yes, Controls In Place & Effective? Yes ( ) No ( )

Comments: \_\_\_\_\_

Lead Paint Abatement Controls:

Lead Paint Abatement Controls Adequate: Yes ( ) No ( )

Exposures Identified Within Specific Building Spaces? Yes ( ) No ( )

If Yes, Controls In Place & Effective? Yes ( ) No ( )

Comments: \_\_\_\_\_

Previous Safety Audits & Inspection Reports

ConnOSHA Reports: Yes ( ) No ( ) Dated: Copy Available & Reviewed: Yes ( ) No ( )

State Fire Marshall's Report: Yes ( ) No ( ) Copy Available & Reviewed: Yes ( ) No ( )

Outstanding Deficiencies From Prior Reports: Yes ( ) No ( )

Follow - Up Visit By DPW Safety Staff Needed: Yes ( ) No ( )

Give Reason For Recommending Follow-up Visit: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

**Attachment 3C-12 Leasing Inventory**

The following list illustrates the fields used in the Leasing Inventory spreadsheet.

1. MUNICIPALITY
2. ADDRESS
3. TOWN #
4. TENANT AGENCY
5. AGENCY #
6. TYPE OF SPACE
7. CONTACT PERSON  
LESSOR DATA
8. NAME
9. ADDRESS
10. TELEPHONE
11. FEDERAL #
12. NET USABLE AREA
13. ANNUAL BASE RENT
14. ANNUAL TENANT IMPROVEMENT  
RENT
15. ANNUAL ADDITIONAL RENT
16. TOTAL MONTHLY RENT
17. \$ PER SQ. FOOT
18. RENEWAL OPTION DATA
19. EFFECTIVE DATE
20. EXPIRATION DATE
21. ADVANCE NOTICE DATE
22. # OF YEARS
23. RENEWAL RATE-\$PER SQ. FT.
24. # OF PKG. SPACES PROVIDED
25. PURCHASE OPTION
26. TAX ESCALATION CLAUSE (%  
INCLUDED OVER BASE YEAR)  
LESSOR SERVICES INCLUDED
27. JA=JANITORIAL
28. EV=ELEVATOR
29. PA=OFFSTREET PARKING
30. SE=SECURITY SERVICE
31. OTHER TERMS AND CONDIDITONS
32. COMMENT \$
33. AGENT

**Attachment 3C-13 List of Leases of State Owned Properties**

<b>LESSEE</b>	<b>LOCATION</b>	<b>RATE</b>	<b>DATE</b>
Gateway Counseling Service, Inc.	Entire property at <u>86 Middlesex Ave. Chester</u>		10-1-97 - 9-30-2002
Town of Cheshire	2.4 acres at <u>Sandbank Road Cheshire</u>		8-23-98 - 8-22-2003
Colchester Emergency Communications, Inc	154 sq.ft. ground floor space at <u>Colchester State Police Barracks Old Hartford Rd. Colchester</u>		10-1-81 - 9-30-86 (automatic renewal)
City of Danbury	1.864 acres at <u>Lake Avenue Extension Danbury</u>		9-1-80 - 8-31-2080
Quinnebaug Valley Emergency Communications, Inc.	One 2 <sup>nd</sup> floor room at <u>Danielson State Police Barracks, Wescott Road, Danielson</u>		1-1-80 - 12-31-85 (automatic renewal)
The East Lyme Historical Society Inc.	Both buildings and land (Thomas Lee House and Little Boston School House at the <u>Conn. Correctional Institution , Niantic</u>		3-1-73 - (automatic renewal)
The Town of East Lyme	Land at the <u>Connecticut Correctional Institution, Niantic</u>		12-1-71 - 11-30-2001
American National Red Cross	4.1245 acres at <u>209 Farmington Ave. Farmington</u>		1-1-72 - 12-31-2034
New England Adolescent Treatment Center, Inc.	Entire building + .45 acre of land at <u>18 Thames St. Groton</u>		12-1-97 - 11-30-2002
Anteon, Inc	14,212 sq.ft. in Boys' Dorm at <u>Mystic Educational Ctr. Groton</u>		4-1-01 - 3-31-2006 + 5-year renewal
Sprint Spectrum. Limited Partnership	<u>Mystic Educational Center Groton</u> - top of smoke - stack		5-19-2002 - 5-18-2007

Cellco Partnership	Mystic Educational Center, Groton – 351 sq.ft. – Portion of the penthouse & Rm. 307,308,309 in Admin. Bldg.		7-15-99 – 7-14-2009
The Horace Bushnell Memorial Hall Corp.	Entire parking lots at <u>10 Clinton St., Trinity St. &amp; 165 Capitol Ave. Hartford</u> (after office hours)		7-1-91 (DPW to review each May)
The Horace Bushnell Memorial Hall Corp.	87 spaces at <u>60 Washington Street garage Hartford</u>		8-1-99 – 7-31-2002
The Horace Bushnell Memorial Hall Corp.	233 sq.ft. turning area <u>Corner of Capitol Avenue and Clinton Street, Hartford</u>		3-30-01 - 3-29-2051
City of Hartford	Forest Street lot Hartford (75 spaces)		9-15-97 - monthly
Martin Media	410 Capitol Avenue Hartford		10-14-98 – 10-13-2003
Chung U. Chon	Steve's Deli 25 Sigourney Street Hartford		5-15-89 - 5-17-99 plus 2, 5-year renewals
SNET	<u>25 Sigourney Street Hartford</u> 1,676 sq.ft		7-1-86 - 6-30-06 <u>renew</u> : 10 5-year options <u>terminate</u> : end of 10 <sup>th</sup> and 15 <sup>th</sup> year
Charter Oak Terrace/ Rice Heights Health Center, Inc.	21 Grand Street Hartford		7-19-95 - 7-18-2005
Yale University	High Meadows 825 Hartford Turnpike Hamden		8-1-2001 – 7-31-2003 plus 1 additional 2-year terms
Central Naugatuck Valley HELP, Inc.	Litchfield Correctional Center, 7 North Street		7-1-99 - 6-30-2000 plus auto.4 (1-year) options
Town of Manchester	Manchester Community College Manchester (bandshell)		1-1-77- 12-31-2016
Hockanum Industries, Inc.	Mansfield Training School, 2 greenhouses, Mansfield		7-10-92 - 7-9-2002

City of Meriden	Lewis Avenue Meriden		2-20-87 - 2-19-2007
Sprint Spectrum Limited Partnership	1 Undercliff Road Meriden - roof at Gibson Building		5-19-97 - 5-18-2002 + (5 year renewal)
HEC, Inc. 24 Prime Parkway Natick, MA	Connecticut Valley Hospital, Middletown (1.09 acres)		2-15-01 - 3-15-2031
City of Middletown	Connecticut Valley Hospital, Eddy Home, Middletown		12-4-01 - 12-3-06
City of Middletown	Connecticut Valley Hospital, Shepherd Home, Middletown		9-8-97 - 9-7-2002
City of Middletown	Connecticut Valley Hospital, Riverbank lot (1/4 acre), Middletown		6-1-83 – indefinite
The Connecticut State Employees Credit Union, Inc.	Connecticut Valley Hospital, Old Police Station, Middletown		----
Region II Mental Health Board, Inc.	Connecticut Valley Hospital, Middletown		7-1-99 - 6-30-2002
Wesleyan University	Long Lane School Middletown (17.75 acres)		5-15-86 - 5-14-2006
Mullane Nurseries.	Conn. Valley Hospital Middletown		10-2-99 - 10-1-2001
Garde Arts Center, Inc.	70 Huntington Street New London 94 parking spaces		8-1-2002 - 7-31-2007 + (5 year renewal)
North Central CT Regional Mental Health Board, Inc.	Cedarcrest Regional Hospital – Cottage 34 26 Dogwood Circle Newington		7-1-97 – 6-30-2002 (automatically renew for 5 years)
Anthony Pirraglia (Tuscan Oven Rest.) ( lease assignment)	Parcel of land Norwalk from D. Paschalidis)		01-01-94 - 12-20-97
Town of Newtown	The Canaan House Fairfield Hills Newtown		9-1-00 - monthly

Merryhill Child Day Care Center, Inc.	Staff House 40		7-1-99 – 6-30-2004
Thames River Comm. Services, Inc. (Martin House, Inc.)	Uncas-on-Thames Norwich (4.05 acres )		0-90 - 8-9-2030
United Way of Connecticut, Inc.	Uncas-on-Thames Portion of Campbell Building, Norwich		7-1-99 - 6-30-2004 plus 5 year renewal



**Attachment 3C-14 Lessor Insurance Certificate Chart**

Data is entered and maintained by Facility Management Leasing unit for each month of the calendar year.

<b>MONTH</b>	<b>LESSOR NAME</b>	<b>AGENCY/TOWN</b>	<b>INS. CERT EXP.</b>
JANUARY:	Osrock Corporation	DCF, Stamford	1-20-03
	Fletcher-Thompson	Judicial, Bridgeport	1-1-03
	St. Luke's Comm. Services.	DMHAS, Stamford	1-1-03
	330 Main St LLC/Sedona	Education, Danbury	1-1-03
	Fairfield Ave. Ind. Park	Judicial, Bridgeport	1-1-03
	RGL 2275 LLC	Public Defender, Rocky Hill	1-14-03
FEBRUARY:	Thomas Wendland	Veterans, Norwich	2-1-03
	Unified Realty	Judicial Waterford	2-16-03
	Raymond Ng	Judicial, Torrington	2-26-03
MARCH:	S. Grammar Off. Complex	Judicial, E. Hartford	3-2-03
	Boston Hartford LLC	Judicial, Hartford	3-15-02
	Cornerstone Company	Education, Middletown	3-15-03
APRIL:	Steve Baldwin	Judicial, Wethersfield	4-2-03
MAY:	First South Assoc.	DEP, W. Hartford	5-22-03
	First South Assoc.	Ch. State Atty., W.Hartford	5-22-03
	WH Post Realty LLC	Dept. of Agriculture &	5-23-03
		Judicial Marshalls, Hartford	

**Attachment 3C-15 Lease-out Insurance Certificate Expiration Chart**

Data is entered for each month of the calendar year.

<b>MONTH</b>	<b>LESSEE NAME</b>	<b>INS. CERT. EXPIRATION</b>
JANUARY:	(135) Thames Valley Council for Community Action (Bldg. #8)	1-1-03
	(200) Community Mental Health of SE CT	1-1-03
	(120) Hockanum Industries	1-1-03
	(M97) Lamar Advertising Company	1-1-03
FEBRUARY:	Merryhill Child Care Center	2-05-03
MARCH:	NONE	
APRIL:	(W97) Sprint Spectrum LP (Undercliff)	4-1-05
	(W97) <i>Sprint Spectrum LP (Mystic)</i>	4-1-05
	(W97) Sprint Spectrum LP (Wethersfield)	4-1-05
	(139) Anthony Pirraglia (Tuscan Oven, Norwalk)	4-13-03
	(113) Valley Shore Emergency Communications	4-6-03
	(142) No. Central Reg. Mental Health Board, Newington	4-28-02

**Attachment 3D - Buildings Owned/Managed by DPW**

Buildings owned/managed by DPW grouped in priority order for subsequent phases of full CAFM implementation, with pertinent data maintained by the in-house property management unit.

<b>DPW FACILITIES MANAGEMENT PROPERTY PORTFOLIO</b>									
<b>Grouped in the required order for the implementation of the DPW CAFM project. Pilot - Group III</b>									
<b>LOCATION</b>	<b>TOWN</b>		<b>DPW</b>	<b>POP</b>	<b>LOC</b>	<b>GROSS</b>	<b>ACREAGE</b>	<b># OF</b>	<b>Service</b>
			<b>#</b>		<b>#</b>	<b>SQ. FT.</b>		<b>BLDGS</b>	<b>Level</b>
<b>PILOT</b>									
Capitol Ave, 165 [partial]	Hartford	Owned	19263	1045	5	350,034	7	1	A-2
Sigourney St., 25	Hartford	Owned	21500	1500	250A	467,000	2.39	1	A - 1
<b>GROUP 1</b>									
Capitol Ave, 165	Hartford	Owned	19263	1045	5	350,034	7	1	A-2
Capitol Ave., 410-474	Hartford	Owned	20359	1306	256B	431,066	7.04	4	A - 1
Elm St., 79	Hartford	Owned	20303	860	15	280,300	1.45	1	A - 1
Hudson St., 505	Hartford	Owned	19064	643	245	155,264	2.73	1	A - 1
West Main St., 55	Waterbury	Owned	62804	280	278	99,691	0.56	1	A - 1
Woodland St., 61	Hartford	Management Only	22616	101		245,000	10.19	2	
<b>TOTAL GROUP 1</b>						<b>1,561,355</b>			
<b>TOTAL GROUP 1 and Pilot</b>				<b>5735</b>		<b>2,028,355</b>	<b>31.36</b>	<b>11</b>	

DPW FACILITIES MANAGEMENT PROPERTY PORTFOLIO									
GROUP 2									
LOCATION	TOWN		DPW	POP	LOC	GROSS	ACREAGE	# OF	Service
			#		#	SQ. FT.		BLDGS	Level
GROUP 2									
Clinton St., 10	Hartford	Owned	20304	132	16	110,399	0.61	1	A - 3
Franklin Sq., 10	New Britain	Owned	39418	160	264	60,648	8.18	1	B - 1
Mystic Education Center	Mystic	Owned	16945	275	212	280,394	122	8	A - 3
Sherman St., 110	Hartford	Owned	22116	85	233	32,170	19.66	1	A - 2
Trinity St., 18-20	Hartford	Owned	19028	235	23	84,637	0.91	1	A - 2
Trinity St., 30	Hartford	Owned	19035	150	12	76,665	0.8	1	A - 2
Uncas on the Thames	Uncas	Owned	47200	675	263	321,268	120	29	A - 3
West Main St., 395	Waterbury	Owned	63400	200	258	28,215	0.838	1	A - 2
Windsor Ave., 9	Windsor	Owned	68736	26	251	19,395	2	1	A - 4
Wolcott Hill Rd., 24	Wethersfield	Owned	66912	388	252	115,000	17	1	A - 2
Wolcott Hill Rd., 38	Wethersfield	Owned	66928	67	252	36,000		1	A - 2
Woodland St., 39	Hartford	Owned	22112	75	249	32,833	2.53	1	A - 1
<b>TOTAL GROUP 2</b>				<b>2,468</b>		<b>1,197,624</b>	<b>294.528</b>	<b>47</b>	

DPW FACILITIES MANAGEMENT PROPERTY PORTFOLIO									
GROUP 3									
LOCATION	TOWN		DPW	POP	LOC	GROSS	ACREAGE	# OF	Service
			#		#	SQ. FT.		BLDGS	Level
GROUP 3									
Buckingham St., 309	Hartford	Owned	19424	16	8	3,708	0.35	1	A - 4
Buckingham St., 315	Hartford	Park Gar./land/Owned	19204	0	248	150,000		1	A-4
Main St., 2115, goes w/ 300 Corporate	Newington	Management Only				1,400		1	E - 4
Country Club Rd., 1111	Middletown	Management Only	35857	350	247	105,300	6.36	1	E - 1
Eastern States Expo	Springfield	DECD	80152	0	273	8,500	0.7	1	A - 4
Farmington Ave., 92	Hartford	Owned	19184	30	14	80,456	0.4	1	A - 4
Follybrook Blvd., 200	Wethersfield	Managed	66560	402	30	154,835	11.6	2	A - 1
Grand St., 21	Hartford	Owned	19500	240	246	56,309	0.74	1	A - 1
Lafayette St., 870	Bridgeport	Park. Gar/Owned	3218	0	253	55,000	2.23	1	A - 4
Old Hartford Rd., 15 Troop K	Colchester	Management Only	6160	95	270	18,800	9		E - 2
Prospect Ave., 990	Hartford	Owned	19664	5	1	13,052	5	2	A - 4
Shuttle Rd., 11	Farmington	Management Only	14717	42	269	30,000		1	E - 3
Undercliff Rd., 1 - Altobello	Meriden	Owned	34640	90	274	141,940	65.95	9	A - 3
<b>TOTAL GROUP 3</b>				<b>1,270</b>		<b>819,300</b>	<b>102.33</b>	<b>23</b>	
<b>TOTAL FOR ALL BUILDINGS</b>				<b>9473</b>		<b>4,194,279</b>	<b>428.22</b>	<b>81</b>	
	<u>Service Level</u>								
	<u>Key</u>								
A =	Operating Properties			1 =	Class A Office				
B =	Leased Property			2 =	Class B Office				
C =	Inactive Properties			3 =	Mixed Use				
D =	Surplus Property			4 =	Support Facility				
E =	Other Facilities (Via MOU's)			5 =	Maint. Of Facility Plant				

**VENDOR PROPOSAL VALIDATION AND AUTHENTICATION STATEMENT**

Vendor Organization: \_\_\_\_\_

FEIN # \_\_\_\_\_ (the "Company").

The person responsible for the validation of the Company's proposal must fully complete and sign this statement where indicated and attach it to the Company's response to the RFP. By doing so, the signer attests, on behalf of the Company, that the given proposal represents:

- 1) Full and unconditional acceptance of all requirements set forth in RFP # 04ITZ0047, including the Contractor Affidavit Requirement;
- 2) Complete and valid information as of the proposal due date;
- 3) Product and term offerings that are valid until such date as the State is specifically notified otherwise, but not less than one (1) year from the proposal due date; and prices that are valid for at least twelve (12) months from the proposal due date;
- 4) The Company shall comply with all State requirements regarding proposal contents and formats, and;
- 5) The Company has read and understands the principles, standards and best practices of the State's Enterprise-Wide Technical Architecture.

Validating Official: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name and Title

By signing this proposal, I confirm that this proposal constitutes a complete, authentic and bona-fide offer to the State of Connecticut, which the Company is fully prepared to implement as described. The Company official who validated this proposal was authorized to represent the Company in that capacity on the date of his/her signature.

Authenticating Official: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name and Title

NOTE: Any modifications to this form will subject the Company's proposal to the risk of being deemed a "contingent" proposal, thus subject to rejection by the State.

**CONTRACT COMPLIANCE REGULATIONS AND NOTIFICATION TO VENDORS**

Section 32-9e of the Connecticut General Statutes sets forth the State's Small Business Set-Aside program and the percentage of applicable purchases that must be set-aside for certified small businesses. Twenty-five (25%) of the average total value of all contracts let for each of the previous three fiscal years must be set aside.

The Department of Information Technology is requesting that vendors responding to this RFP set aside a portion for a small, minority or women's business enterprise as a supplier of goods, a supplier of services and/or as a subcontractor. Prospective Vendors may obtain a list of firms certified to participate in the Set-Aside program by contacting the Department of Administrative Services (DAS), 165 Capitol Avenue, Hartford, Connecticut 06106, Room G8A, Business Connections/Set-Aside Unit, Telephone (860)-713-5236. The DAS web site may be accessed at <http://www.das.state.ct.us/Purchase/SetAside/default.asp>.

Bidders may fulfill this obligation through a subcontract for any services related to this contract by utilizing small, minority or women-owned businesses as suppliers of goods or services.

**NOTE WELL: During the evaluation process, special consideration will be given to those Bidders who provide documentation to evidence their utilization of a certified small minority or women's business and/or demonstrate the Bidder's commitment to, whenever possible, utilize a certified small minority or women's business. Bidders should identify the certified small minority or women's business, the goods or services the business will supply and the percentage of the overall contract amount that will be set-aside in the Transmittal Letter, as well as identifying a specific dollar amount in the Cost Proposal. Note that no dollar amounts are to appear in the Transmittal Letter or in the Technical and Business Proposal.**

Additionally, Vendors are to complete the Commission on Human Rights and Opportunities Contract Compliance Monitoring Report that appears at the end of this Attachment and submit the completed, signed Report (labeled CHRO-4) with the Proposal

**CONTRACT COMPLIANCE  
REGULATIONS (CHRO)**

Page 1 of 4

**STATE OF CONNECTICUT  
COMMISSION ON  
HUMAN RIGHTS AND OPPORTUNITIES (CHRO)**

CHRO-4

**CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the CONN. GEN. STAT.; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the CONN. GEN. STAT. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the CONN. GEN. STAT.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the Contract Compliance Requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors, and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the CONN. GEN. STAT. as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n.” Minority groups are defined in section 32-9n of the CONN. GEN. STAT. as “(1) Black Americans... (2) Hispanic Americans... (3) persons who have origins in the Iberian Peninsula... (4) Women... (5) Asian Pacific American and Pacific Islanders; (6) American Indians...” A business owned by an individual(s) with a physical disability is also a minority business enterprise as provided by Section 32-9e of the CONN. GEN. STAT. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (A) the bidder’s success in implementing an affirmative action plan;
- (B) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 inclusive, of the Regulations of Connecticut State Agencies;
- (C) the bidder’s promise to develop and implement a successful affirmative action plan;
- (D) the bidder’s submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and gender composition of the workforce in the relevant labor market area; and,
- (E) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

---

**INSTRUCTIONS AND OTHER INFORMATION**

**The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and included with the Proposal submitted in response to this RFP.**

The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidder’s compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s “good faith efforts” to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 32-9e CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a non-profit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 32-9e CONN. GEN. STAT.



CONTRACT COMPLIANCE REGULATIONS (CHRO) Page 2 of 4	STATE OF CONNECTICUT COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)	CHRO-4
--	--	--------

## 2) Description of Job Categories (as used in Part IV Bidder Employment Information)

**Officials, Managers and Supervisors** - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers, and superintendents, salaried forepersons who are members of management, purchasing agents and buyers, and kindred workers.

**Professionals** - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, kindred workers.

**Technicians** - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftspersons, engineering aides, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences), and kindred workers.

**Sales Workers** - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales persons, insurance agents and brokers, real estate agents and brokers, stock and bond salespersons, demonstrators, sales people and sales clerks, and kindred workers.

**Office and Clerical Workers** - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office workers, office machine and computer operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

**Skilled Workers** - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes in their work. They exercise considerable independent judgment and usually receive an extensive period of training. Includes: building trades hourly paid forepersons and leadpersons who are not members of management, mechanics and repair people, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors, and kindred workers.

**Semi-Skilled Workers** - Workers who operate machine or processing equipment or perform other factory type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

**Unskilled Workers** - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and grounds keepers, longshore persons and stevedores, wood cutters and choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

**Service Workers** - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional, and personal service), barbers, cleaning workers, cooks (except house-hold), counter and fountain workers, fire fighters, police officers and detectives, security workers and doorkeepers, stewards, janitors, porters, food servers and kindred workers.

**Apprentices** - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a state or federal agency.

**Trainees** - Persons engaged in a formal training for craft worker when not trained under an apprenticeship program. Includes: operatives, laborer and service occupations. Also includes persons engaged in formal training for official, managerial, professional, technical, sales, office, and clerical occupations.

## 3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

**White** (not of Hispanic Origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

**Black** (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.

**Hispanic** All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

**Asian or Pacific Islander** All persons having origins in any of the original peoples of the Far East, Southeast Asia, Indian subcontinent or Pacific Islands. Includes China, India, Japan, Korea, Philippine Islands, & Samoa.

**American Indian or Alaskan Native** All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

<b>CONTRACT COMPLIANCE REGULATIONS (CHRO)</b> <i>Page 3 of 4</i>	<b>STATE OF CONNECTICUT COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)</b>	<b>CHRO-4</b>
---	---	---------------

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

## PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number (FEIN) or Social Security Number (SSN)
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Is bidder a small contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No
Bidder Parent Company (if any)	-Is bidder a minority business enterprise? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, check ownership category <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female
Other Locations in CT (if any)	-Is bidder certified as above by the State of CT (DAS)? <input type="checkbox"/> Yes <input type="checkbox"/> No

## **PART II - Bidder Non-Discrimination Policies & Procedures**

1. Does your company have a written Equal Employment Opportunity statement posted on company bulletin boards? <input type="checkbox"/> Yes <input type="checkbox"/> No	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a of the Conn. Gen. Stat.? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does your company have a written sexual harassment in the workplace policy posted on company bulletin boards? <input type="checkbox"/> Yes <input type="checkbox"/> No	8. Do you, upon request, provide reasonable accommodation to employees or applicants for employment who have physical or mental disability? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Do you notify all recruitment sources in writing of your company non-discrimination employment policy? <input type="checkbox"/> Yes <input type="checkbox"/> No	9. Does your company have a mandatory retirement age for all employees? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do your company advertisements contain a written statement that you are an Equal Opportunity Employer? <input type="checkbox"/> Yes <input type="checkbox"/> No	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
5. Do you notify the CT State Employment Service of all employment openings with your company? <input type="checkbox"/> Yes <input type="checkbox"/> No	11. If your company has apprenticeship programs, do they meet the equal opportunity requirements of the apprenticeship standards of the CT Dept. of Labor? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
6. Does your company have a collective bargaining agreement with workers? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. Does your company have a written affirmative action plan? <input type="checkbox"/> Yes <input type="checkbox"/> No
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers <input type="checkbox"/> Yes <input type="checkbox"/> No	13. Is there a person in your company who is responsible for Equal Employment Opportunity? <input type="checkbox"/> Yes <input type="checkbox"/> No
6b. Have you notified each union, in writing, of your commitments under the non-discrimination requirements of contracts with the State of CT? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, provide name and phone number.

## PART III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? ☐ Yes ☐ No

1a. If yes, list all the subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise (as defined on page 1). Attach additional sheets if necessary.

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? ☐ Yes ☐ No

## ATTACHMENT 5

CONTRACT COMPLIANCE  
REGULATIONS (CHRO)  
Page 4 of 4

STATE OF CONNECTICUT  
COMMISSION ON  
HUMAN RIGHTS AND OPPORTUNITIES (CHRO)

CHRO-4

**PART IV - Bidder Employment Information**

JOB CATEGORY	OVERALL TOTALS	WHITE (NOT OF HISPANIC ORIGIN)		BLACK (NOT OF HISPANIC ORIGIN)		HISPANIC		ASIAN / PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON-THE-JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

According to the above employment report, is the composition of your workforce at or near parity when compared with the racial and gender composition of the workforce in the relevant labor market area? ☐ Yes ☐ No

**PART V - Bidder Hiring and Recruitment Practices**

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percentage used)				2. Check (✓) any of the requirements listed below that you use as a hiring qualification.		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination.
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Minority/Community Organizations					Personal Recommendation	
Labor Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishment	

**Certification** (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatement of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

Signature

Title

Date Signed

Telephone

**ATTACHMENT 6  
INFORMATION PROCESSING SYSTEMS AGREEMENT**

The State's preferred Information Processing Systems Agreement is included in this Attachment to this RFP. It represents a contract that the State believes is equitable to both the State and the selected contractor.

The State reserves the right to incorporate into this Agreement any and/or all terms and conditions that may be deemed to be fair or beneficial to the State. The State further will not waive, modify or entertain modifications to Sections 29-37 of this Attachment as currently written in this RFP.

If the contract negotiations cannot be successfully concluded, the State may, at its sole discretion, proceed to withdraw the offer and offer a contract to another competing firm, or follow any other course of action that it deems necessary or advisable to provide for the carrying out of its statutory responsibilities.

---

**STATE OF CONNECTICUT REQUEST FOR PROPOSALS # 04ITZ0047****ATTACHMENT 6 INFORMATION PROCESSING SYSTEMS AGREEMENT PAGE 2 of 31**

---

This Information Processing Systems Agreement hereinafter referred to as the "Agreement" or "contract" is made by and between the **State of Connecticut**, acting by its Department of Information Technology/Contracts & Purchasing Division, hereinafter referred to as the "State," located at 101 East River Drive East Hartford, CT 06108, and \_\_\_\_\_, hereinafter referred to as the "Contractor," having its principal place of business at \_\_\_\_\_. The terms and conditions of this Agreement are contained in the following sections:

SECTION	TITLE	PAGE
1.	TERM OF AGREEMENT .....	3
2.	DEFINITIONS.....	3
3.	ACQUIRING DELIVERABLES .....	4
4.	PROJECT ADMINISTRATOR.....	6
5.	CHANGE ORDERS .....	7
6.	DELIVERY, INSTALLATION & DEINSTALLATION .....	7
7.	DELIVERABLE EVALUATION & ACCEPTANCE .....	8
8.	PAYMENTS & CREDITS .....	8
9.	SOFTWARE MAINTENANCE & SUPPORT .....	10
10.	HARDWARE MAINTENANCE & SUPPORT.....	11
11.	SYSTEM RELIABILITY .....	11
12.	SYSTEM WARRANTIES.....	12
13.	OTHER WARRANTIES .....	13
14.	PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS .....	14
15.	CONFIDENTIALITY; NONDISCLOSURE .....	15
16.	DELIVERABLE REPLACEMENTS & UPGRADES.....	15
17.	RISK OF LOSS & INSURANCE.....	16
18.	DELIVERABLE ALTERATIONS.....	16
19.	LIMITATION OF LIABILITY .....	17
20.	FORCE MAJEURE .....	17
21.	SOURCE CODE ESCROW .....	17
22.	REMEDIES AND LIQUIDATED DAMAGES.....	18
23.	TERMINATION OF AGREEMENT .....	21
24.	TERMINATION OF PURCHASE ORDERS .....	22
25.	GENERAL PROVISIONS .....	22
26.	ORDER OF PRECEDENCE .....	24
27.	YEAR 2000 AND OTHER DATE COMPLIANCE .....	25
28.	COMMUNICATIONS .....	25
29.	NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS .....	25
30.	NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION .....	27
31.	EXECUTIVE ORDER NO. THREE .....	28
32.	EXECUTIVE ORDER NO. SIXTEEN .....	28
33.	EXECUTIVE ORDER NO. SEVENTEEN.....	28
34.	REPORTS TO THE AUDITORS OF PUBLIC ACCOUNTS .....	29
35.	GENERAL STATUTES SECTION 1-218.....	29
36.	GENERAL STATUTES SECTION 4d-44.....	29
37.	WORKERS' COMPENSATION .....	30
38.	ENTIRETY OF AGREEMENT .....	30
39.	SIGNATURE PAGE OF AGREEMENT.....	31

Inconsideration of the mutual promises and covenants contained in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

**1. TERM OF AGREEMENT**

This Agreement shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut and shall continue until terminated in accordance with the provisions of Section 23. **TERMINATION OF AGREEMENT.**

Notwithstanding any provision or language in this contract to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Information Technology, however, no compensation for lost profits shall be allowed.

**2. DEFINITIONS**

- a) "Contracting Agency" as used herein, shall mean the Department of Information Technology.
- b) "Department" as used herein, shall mean the Department of Public Works.
- c) "RFP" as used herein, shall mean the Request For Proposal # 04ITZ0047, issued by the State on September 23, 2004, concerning the Computer Aided Facility Information System.
- d) "System" as used herein, shall mean Contractor furnished or otherwise supplied hardware, software and documentation that collectively and in an integrated fashion fulfill the business and technical requirements of the RFP and, as may be further defined pursuant to this Agreement.
- e) "Deliverable" as used herein, shall mean any product, whether hardware, software, documentation, license, information or otherwise, or any service, whether development, integration, administrative, maintenance, operations, support, or otherwise, or any warranty, that is an element of the Contractor's overall approach and solution to the requirements of the RFP, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor, that is agreed to be provided to the State by the Contractor pursuant to this Agreement.
- f) "Project Implementation Summary" as used herein, which is attached to this Agreement, shall mean that document which itemizes milestones, phases, stages, and Deliverables by date of completion, including where checkpoints are to be taken to assure the Department that the provision of Deliverables is proceeding according to schedule.
- g) "Project Implementation Schedule" as used herein, which is attached to this Agreement, shall mean that document which itemizes agreed invoice amounts by date, as specified in the Project

Implementation Summary, Purchase Orders or Change Orders, subject to State acceptance of associated Deliverables.

h) "Product Schedule" as used herein, which is attached to this Agreement, shall mean that document which establishes the component or unit pricing, and price schedules and terms as applicable, for every Deliverable available pursuant to this Agreement.

i) "Alterations" as used herein, shall mean modifications made by the State or the Department to any Deliverable thereby making such Deliverable non-conformant with Contractor design and/or operation specifications.

j) "Improvements" as used herein, shall mean Contractor changes made to Deliverables from time to time either to provide additional functions for Department use or to correct errors and other performance deficiencies noted by a Department and reported to Contractor.

k) "Purchase Order" as used herein, shall mean a document issued by the State's Contracts & Purchasing Division on behalf of the Department for one or more Products or Deliverables in accordance with the terms and conditions of this Agreement.

l) "Licensed Software" as used herein, shall mean computer program(s) acquired from Contractor under an agreement whereby the State acquires the right to use the product but does NOT acquire the licensor's: (1) title to the product nor, (2) liability for payment of any tax levied upon the product, nor (3) liability for payment of any liability/casualty premium for the product.

m) "Designated PU" as used herein, shall mean any Processor Unit (PU) or attached processor (AP) complex, including associated peripheral units, specified in the Attachment. The Attachment may designate more than one PU for either different Sites or Site(s) with multiple interconnected PU's.

n) "Site" as used herein, shall mean a location of a computer system or systems consisting of one processing unit (PU) or multiple interconnected processing units.

o) "Specifications" as used herein, shall mean the Contractor's published technical and non-technical detailed descriptions of a Deliverable's capabilities and/or intended use.

p) "POP" (Primary Operation Period) as used herein, shall mean the days and hours of normal system operations and availability, which is to be 24 hours a day, 7 days a week, 365 days a year.

q) "PPM" (Prime Period Maintenance) as used herein, shall mean maintenance services and/or technical support performed between 8:00 AM and 5:00 PM Monday through Friday, exclusive of published State holidays. Maintenance services and/or technical support performed during any other time is hereinafter referred to as "Non-PPM" (Non-Prime Period Maintenance).

r) "Warranty Period" as used herein, shall mean the twelve (12) months following acceptance by the Department of the System after successful completion of all Site Acceptance Tests.

## **2. ACQUIRING DELIVERABLES**

a) Subject to the terms and conditions of this Agreement, Contractor shall sell, transfer, convey and/or license to the Department any duly ordered Deliverable. Such Deliverables shall be available in the Product Schedule and listed in Purchase Orders issued by a Department. Purchase Orders shall contain, at minimum, the following related information:

- 1) Delivery Site and Department Contact Person
- 2) Identity of this Agreement by Reference Number
- 3) Contractor Contact Person and Contact Information

- 4) For hardware and software Deliverables
  - a. Installation PU and Operating System
  - b. Product Number, Description and Quantity
  - c. Applicable rate, license term, and quantity extensions
  - d. Applicable installation and other one-time charge rate(s)
  - e. Applicable maintenance and support provisions and rate(s)
  - f. Applicable product maintenance and support zone & surcharge rate(s)
- 5) For services
  - a. Description of service
  - b. Quantity of hours or days to be purchased, by service level classification
  - c. Applicable Project Implementation and Quality Assurance Plans
- 6) Implementation Summary, if applicable
- 7) Current Product Schedule, if applicable
- 8) Invoice Schedule, if applicable
- 9) Total Cost
- 10) Valid authorization from Contracts and Purchasing Division

b) Any Purchase Order which has been accepted by the Contractor, shall be attached to, and subject to the terms and conditions of, this Agreement and shall remain attached until such time as the Purchase Order obligations are fulfilled or until State acceptance of full performance of all requirements contained therein, or extended or terminated sooner under the terms of this Agreement. During the period of attachment, the Purchase Order shall be known as an "Attachment" and shall hereinafter be referred to as such.

c) Contractor may supplement the Product Schedule at any time to make additional products, services and related terms available to the State, provided that the effective date of each supplement is stated thereon. Any supplement must be transmitted to the State with a cover letter documenting formal approval of the supplement by a Contractor representative then legally empowered to so act.

d) Notwithstanding any other provision of this Agreement, no material change may be made to the list of Products on the Product Schedule that alters the nature or scope of the Products or their intended use. Any change in the Products listed in the Product Schedule is conditioned upon the new products being of a similar nature and having a similar use as the defined Products. An update of the Products or the addition of Products that are related to or serve similar functions as the Products is permissible only with the prior approval of the State. Upon State receipt of ninety (90) calendar days' prior written notice, Contractor may update the Deliverable Price Schedule pricing by amending the Product Schedule effective July 1 of any State of Connecticut fiscal year, provided: (1) the Product Schedule amendment is transmitted and approved in the same manner as described for supplements in Subsection 3.c., (2) no software license, or Deliverable maintenance or service rate is increased within the first year of any Deliverable acceptance, and (3) any such price increase shall not exceed the lesser of five percent (5%) or the Consumer Price Index in any State of Connecticut fiscal year. In no case shall any such increase exceed Contractor's published prices then applicable to local governments and other States. State shall provide Contractor written acknowledgement, for Contractor's records, of such received amendment.



e) Deliverables ordered prior to the effective date of any Product Schedule pricing increase shall enjoy protection from rate increase during their initial terms.

f) Contractor shall provide State with a discount on any Product Schedule pricing according to Contractor's discount policy in effect when a Purchase Order is placed or according to the discount shown on the Product Schedule, whichever is greater.

g) The Department is authorized to use any Licensed Software to develop and/or enhance said Department's systems, only in the pursuit of its own business interests, on any designated PU specified in a Purchase Order and for no other purpose. Any such Licensed Software shall be nonexclusive and nontransferable. The Department agrees that it shall use its best efforts to prohibit any Licensed Software Deliverable use in a manner, whether directly or indirectly, which would enable the Department's users to use the Licensed Software on any other PU.

h) Notwithstanding the foregoing restrictions on use, the Department may use the Licensed Software Deliverable on another PU or Site in the following circumstances:

- 1) If the Department determines that a designated PU or Site cannot be used because of equipment or software inoperability, or initiation of a disaster recovery test or a disaster recovery event.
- 2) If the Department designated PU is replaced by a Department, said Department may designate a successor PU and use the Deliverable on that PU regardless of speed and performance. Prior to such other use, Department shall give Contractor written notice of such intended use and such other use shall be subject to Contractor's written consent. Such consent shall not be unreasonably withheld or delayed and shall have no cost or charge to the State associated with it.
- 3) If the Department designated PU is removed to another location, the Department may move any Licensed Software Deliverable and supporting materials to that location which physically replaces the original location. Prior to such moving of any such Deliverable and supporting materials, the Department shall give Contractor written notice of such intended movement and such movement shall be subject to Contractor's written consent. Such consent shall not be unreasonably withheld or delayed and shall have no cost or charge to the State associated with it.

i) The Department may make a maximum of five (5) copies of each Licensed Software Deliverable and a maximum of five (5) copies of the user manuals/documentation and supporting materials for each such software Deliverable and shall have no cost or charge to the State associated with the making of these copies. The Department shall maintain an accurate record of the location of such copies at all time and such record shall be available to Contractor. All such copies shall be subject to the terms and conditions of this Agreement.

### **3. PROJECT ADMINISTRATOR**

a) The Department shall designate a Project Administrator, who shall be replaced at the sole discretion of the Department. The Project Administrator shall be the sole authority to act for the Department under this Agreement, solely for any Deliverable(s) initially acquired/installed from the Contractor and such sole authority shall continue to be in effect until successful completion of the Warranty Period. Whenever the Department is required, by terms of this Agreement to provide written notice to the Contractor, such notice must be signed by the Project Administrator or, in that individual's absence or inability to act, such notice shall be signed by the Commissioner of the Department.

b) The milestones and deliverables that are defined in the Invoice Schedule will be recognized for the purposes of payment to the Contractor. For each of these milestones and all associated deliverables, the Supplier will submit an invoice with sufficient detail to justify the charges along with a copy of the Department's "Notice of Acceptance" letter for that milestone and all associated deliverables to the Project Administrator.

c) Any additions to or reductions in the Deliverables and prices for work completed in the performance of the Project Implementation Summary must be executed according to the provisions of Section 5. CHANGE ORDERS.

#### **4. CHANGE ORDERS**

a) The Department may at any time, with written notice to Contractor, request changes within the general scope of the Project Implementation Schedule. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include modification in the functional requirements and processing procedures. Other changes might involve the correction of system deficiencies after the operations phase has begun, or other changes specifically required by new or amended State laws and regulations. Prior to expiration of any Warranty Period, any changes to the Deliverables(s) that are required due to System deficiencies or if the System does not fully perform in accordance with this Agreement, shall be made by Contractor without charge to the Department or the State. Any investigation that is necessary to determine the source of the problem requiring the change shall be done by Contractor at its sole cost and expense.

b) The written change order request shall be issued by the Department. As soon as possible after Contractor receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Contractor shall provide the Department with a written statement that the change has no price impact on the Contractor or that there is a price impact, in which case the statement shall include a description of the price increase or decrease involved in implementing the change. The cost or credit to the Department resulting in a change in the work shall specify the total cost by the number of hours or days times the applicable service rate, itemized by each applicable service rate scale, as specified within the Product Schedule.

c) No change order shall become effective, nor shall there be any change in the Project Implementation Summary, until Contractor's receipt of a Purchase Order or Purchase Order Change Notice. No employee, officer, or representative of the Department, including the Department Project Administrator, or the Contractor shall circumvent the intent of this section.

#### **5. DELIVERY, INSTALLATION & DEINSTALLATION**

a) Department shall undertake at its own expense to prepare and make available to Contractor the site of installation of any hardware Deliverable in accordance with Contractor furnished Specifications. If preparation for installation has not been completed, the State shall so notify Contractor as soon as possible but no later than ten (10) days prior to the scheduled hardware Deliverable installation date. If the State installation site requirements do not meet Contractor Specifications, the State shall be charged, at prices in effect at the time of the State's order, for any extra work and ancillary materials required to complete installation.

b) Contractor shall provide such pre-installation and post-installation hardware Deliverable compatibility system surveys, consultation, reference manuals and onsite operational training as to facilitate proper installation and operation of all Deliverables. Additional Contractor assistance, if requested by the State and issued in a Purchase Order, shall be furnished at the State expense at Contractor's published rates.

c) Contractor represents and warrants that it shall complete installation of the System in accordance with the Project Implementation Summary.

d) Department ordered System de-installation, relocation and reinstallation of any System previously installed at a Department site or the Department's designated site shall be at Department's expense according to Contractor's prices then in effect for such services

**6. DELIVERABLE EVALUATION & ACCEPTANCE**

a) Except as may be stipulated within Section 4. PROJECT ADMINISTRATOR, any Deliverable furnished by Contractor under the terms of this Agreement shall be subject to an evaluation and acceptance period at the Department installation site. For a Deliverable installed by Contractor, said period shall commence on the Department work day next following written Contractor notification to the Department that the Deliverable is installed and ready to undergo evaluation and acceptance testing.

The evaluation and acceptance testing is defined as successful execution of the final SAT followed by thirty (30) contiguous days of Deliverable performance and Contractor service which satisfies State criteria specified in Section 9. SOFTWARE MAINTENANCE & SUPPORT and Section 10. HARDWARE MAINTENANCE & SUPPORT. For a Deliverable installed by Department, said period shall commence on the Department workday next following receipt of the Deliverable by Department.

b) Should any Deliverable fail to be satisfactory as specified in Subsection 7.a. due to circumstances beyond Contractor's control, the evaluation and acceptance period then shall be immediately reinitiated or rescheduled at a later date upon mutual agreement between Contractor and Department.

c) Successful completion of the Deliverable evaluation and acceptance period shall be determined by Department and verified on State Form SDP-6 "Data Processing Installation/Removal." The license shall be effective commencing on the State's SDP-6 "Acceptance Date" which shall be considered to be the first workday following the successful Deliverable evaluation and acceptance period. The Department agrees to complete any required Contractor acceptance certificate.

d) If the Department does not accept any Deliverable within sixty (60) days of installation, due to the Deliverable being unsatisfactory as specified in Subsection 7.a., the Department may then release the Deliverable to Contractor and be relieved of all financial obligations therefore.

e) Notwithstanding Subsection 7.c., for any Deliverable under this Agreement, the "Acceptance Date" shall mean the first workday following the successful System evaluation and acceptance period.

**7. PAYMENTS & CREDITS**

a) The Department shall pay any charges for Deliverables shown in each Attachment promptly after receipt of the Contractor invoice applicable to the calendar month or other period during which Contractor has the obligation to provide the Deliverable to the Department (hereinafter referred to as the "Due Date"). Any such charges for a partial month or period shall be prorated. Charges for licenses shall apply starting with the relevant Acceptance Date; charges for associated services shall apply starting with the relevant dates specified in the pertinent Attachments.

b) Payment of Contractor charges for any license term or license maintenance and support term shall entitle the Department to use the Deliverable, free of any usage charges, at the Department's convenience at any time during the applicable term, excluding the time required for maintenance and support.

c) Contractor may assign any license payments (but not any associated service payments), in whole or in part, upon prior written notice to the Department and compliance with the requirements of the

State's Comptroller's Office concerning such assignments. Notwithstanding any such assignment, Contractor agrees that the Department shall quietly have and enjoy use of the Deliverable, free of any repossession or any claims by Contractor or its successors and assigns, subject to the terms and conditions of this Agreement, provided the Department is not in default hereunder. No Deliverable assignment by Contractor shall relieve Contractor of any obligations under this Agreement without prior written Department consent in each such instance.

d) The Department shall be liable to Contractor for a charge for an item that is not listed on the Product Schedule only if the related order has been placed by an authorized State representative. Any Contractor time and materials charge shall reflect only reasonable expenditures actually incurred by Contractor in rendering Department services at the Deliverable installation site.

e) Contractor shall furnish separate invoices for each Purchase Order and each license charge, maintenance and support charge or other charge shall be included as separate line items on such invoices.

f) When the license term specified in the Attachment is less than perpetual, all charges for maintenance and support are included in the periodic license fee.

g) Where the license term specified in the Attachment is perpetual, charges for maintenance and support are as follows:

- 1) If the license fee specified in the Attachment is payable in periodic payments, there shall be no additional charge for maintenance and support during the period for which such periodic payments are payable.
- 2) If the license fee specified in the Attachment is payable in one lump sum, there shall be no additional charge for maintenance and support during the twelve (12) months following the Deliverable Acceptance Date, or during the Warranty Period if applicable.
- 3) For the year after the period for which periodic payments are payable, or twelve (12) months after the Deliverable Acceptance Date or immediately after the Warranty Period if applicable, as the case may be, Contractor shall continue to provide the Department with maintenance and support services provided the Department elects to pay Contractor the applicable maintenance and support charges then in effect.
- 4) For each subsequent year, Contractor's obligation to provide maintenance and support services and Department's obligation to pay the maintenance and support charges then in effect shall be deemed to be automatically renewed unless cancelled in writing by the State at least thirty (30) days prior to such renewal date.

h) It shall be the responsibility of the Department to pay any charges due hereunder within forty-five days after the acceptance of the Deliverable or services being rendered, as applicable, after having received the Contractor invoice.

i) Failure by the Department to make payment within the forty-five (45) day period after which services have been rendered and an undisputed invoice provided, shall not constitute a default or breach, but rather, shall entitle Contractor to receive interest on the undisputed amount outstanding after said forty-five (45) days in accordance with State of Connecticut statutes.

j) Notwithstanding this Section 8., Invoices for Deliverables shall be paid as follows:

- 1) The Department shall pay Contractor within forty-five (45) days after Deliverables have been accepted by the Department and an invoice in accordance with the Project Implementation

Schedule has been received. Charges for services shall be based upon actual billable time incurred for such Deliverables, however, such charges shall not exceed the associated "not-to-exceed cost" in accordance with the Invoice Schedule.

- 2) There shall be a twenty percent (20%) holdback from the monies that are due for each Deliverable accepted by the Department.
- 3) Upon successful completion of the System evaluation and acceptance period, determined by the Department and verified on State Form SDP-6, Department shall pay Contractor one-half of the holdback monies.
- 4) Upon successful completion of the Warranty Period the remaining one-half of the holdback monies will be paid to the Contractor.

**8. SOFTWARE MAINTENANCE & SUPPORT**

a) After acceptance of any software Deliverable by the Department and subject to the terms, conditions, and charges set forth in this Agreement, Contractor represents and warrants that maintenance and support services for any software Deliverable shall be provided to the Department as follows:

- 1) Contractor shall provide such reasonable and competent assistance as necessary to cause the Deliverable to perform in accordance with applicable portions of the Specifications
- 2) Contractor shall provide Improvements which may be available to Contractor to any Deliverable
- 3) Contractor shall update any Deliverable, if and as required, to cause it to operate under new versions or releases of the operating system(s) specified in the Attachment

b) Maintenance and support services shall be provided by the Contractor on an annual basis and shall automatically renew for successive twelve (12) month periods unless thirty (30) days' prior written notice of termination is provided to the Contractor by the Department before the end of the initial term or any renewal term of maintenance and support services.

c) Contractor shall maintain sufficient and competent Deliverable support services staff to satisfy the Contractor obligations specified herein for any Deliverable.

d) Contractor shall have full and free access to any Deliverable to provide required services thereon.

e) If any Licensed Software Deliverable becomes not usable due to the computer manufacturer's release and the installation of (1) a new PU operating system or (2) an updated version of the present PU operating system or (3) a change to the present PU operating system and the Contractor is unable to provide changes to the Deliverable to cause it to operate according to Specifications within thirty (30) days of written notification by the Department to Contractor of such failure to operate, any such Deliverable so affected shall have its paid maintenance and support period, periodic-payment license period or limited term license period extended an additional period of time equal to the period of time the Deliverable was not usable. If, after the expiration of thirty (30) days from the date of said notification, the Deliverable remains not usable, then the applicable license may be terminated at the option of said Department without further obligation or liability.

f) Contractor shall respond to the Department's telephone requests for technical support relative to any installed software Deliverable within four (4) hours of such requests. Failure to provide reasonable and competent telephone assistance, in the State's sole determination, within the four (4) hour period shall entitle Department to either credit or reimbursement against current charges payable to the

Contractor, for a non-perpetual license in the amount of ten percent (10%) of the Contractor's current license fee for each succeeding four (4) hour period that said reasonable and competent assistance is not provided by Contractor. For a perpetual license, the amount shall be 1/6 times the related annual maintenance and support charge, or two (2) times the related monthly maintenance and support charge, as the case may be, whether payable or not by a Department, for each succeeding four (4) hour period that said reasonable and competent assistance is not provided by Contractor.

**9. HARDWARE MAINTENANCE & SUPPORT**

a) Department shall be responsible for site work external to, but required for, hardware Deliverable installation and for Contractor maintenance time and material costs of hardware Deliverable repairs necessitated by Department misuse or negligence.

b) Contractor shall not be responsible for the consequences of any hardware Deliverable repairs, adjustments, or modifications performed by any person not representing Contractor, however, this provision does not preclude Contractor granting approval for such performance by persons not representing the Contractor.

c) Contractor shall maintain sufficient installed hardware Deliverable support services staff, replacement hardware Deliverable and ancillary equipment to satisfy the preventive and remedial maintenance requirements and Section 11. SYSTEM RELIABILITY.

d) Contractor shall have full and free access to any hardware Deliverable to provide required service thereon. Contractor shall maintain an on-site hardware Deliverable log to contain brief descriptions of Department reported problems and the associated remedial or scheduled preventive maintenance services performed on any installed hardware Deliverable.

e) Preventive maintenance shall be provided at a time mutually agreeable to Department and Contractor, and may be charged to Department at Non-PPM service rates unless scheduled during a PPM period. Preventive maintenance shall conform to the hardware Deliverable manufacturer's recommended schedules and procedures, and may be performed concurrently with remedial maintenance.

f) Contractor shall arrive at the System site within four (4) hours upon receipt of Department request for PPM. Unless other arrangements are agreed to by Department, should the Contractor representative arrive at the System site one (1) hour or more before the end of a PPM period, remedial Maintenance shall be then completed, or continued for a grace period of up to one (1) hour beyond the PPM period without charging the State for Non-PPM service. At the expiration of the grace period, the State shall have the option to either complete such Maintenance at current Non-PPM rates or schedule Maintenance resumption at the beginning of the next daily PPM period.

g) At Department's option, any Contractor PPM service may be extended to cover any Non-PPM period by the State's ordering and paying for such additional Maintenance coverage period(s) according to the Product Schedule's provisions for: (1) On-Call (unscheduled) hourly rate Non-PPM, and/or, (2) scheduled Non-PPM surcharge(s). The omission on the Product Schedule of Maintenance Charges for said extended periods of maintenance indicates that such additional maintenance coverage is not offered by the Contractor.

**10. SYSTEM RELIABILITY**

a) The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Department use as configured and installed within the agreed operating environment. Continued acceptability of such System performance reliability shall be based

on the Department's experienced rate of recoverable and non-recoverable System operating errors or failures that preclude productive Department use of the System according to the agreed requirements and Contractor operating specifications.

b) The required reliability (Computed % Reliability) for the System during any calendar month is ninety-nine percent and one-half percent (99.5%) uptime availability for aforesaid productive Department use, computed as follows:

$$\text{Computed \% Reliability} = \frac{(\text{Available-Time-per-Month}) - (\text{Downtime-per-Month})}{(\text{Available-Time-per-Month})}$$

with Available-Time-per-Month equated to 24 hours times the number of days in the month, which shall be deemed to correspond to POP during each calendar month and Downtime-per-Month equated to those hours of Available-Time-per-Month during which the Department or any specific site is precluded from aforesaid productive System use.

**EXAMPLE:**

Given: Available-Time-per-Month was 720 hours.

Downtime-per-Month was 3.60 hours.

$$\text{Then: Computed \% Reliability} = \frac{(720 - 3.60)}{720} = 99.5\%$$

c) A given instance of System downtime shall start after receipt by the Contractor of a bona fide Department service request to remedy any operational System deviation, error, or failure condition(s), and end with documented proof by Contractor to the Department that such System status has been fully restored to the applicable agreed operational specifications and made ready for productive Department use. However, the calculated time period of such an instance of System downtime shall exclude the following periods:

- 1) Any nonproductive System use time caused by the Department or the Department's authorized third party
- 2) Any time during which the Department fails to make the System available for Contractor's remedial service

## **11. SYSTEM WARRANTIES**

a) Contractor represents and warrants that the System shall conform to the terms and conditions of this Agreement and Contractor's proposal, and be free from defects in material and workmanship upon acceptance of the System by the Department and for a minimum period of the Warranty Period. Additionally, during the Warranty Period, Contractor shall modify, adjust, repair and/or replace such Deliverable(s), at no charge to Department, as necessary to maintain ongoing System reliability according to Section 11. SYSTEM RELIABILITY.

b) If the ongoing performance of Contractor maintenance and support of the System or if the System does not conform to Section 11. SYSTEM RELIABILITY, the Department shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a thirty (30)

calendar day period to correct the applicable Deliverable deficiency and restore the functioning of the Deliverable and System to a level of operation that meets or exceeds the requirements of this Agreement. If during the Warranty Period such Deliverable or System performance, or service level, continues to fail to meet these specifications, then the Contractor shall be in material default of this Agreement.

c) In addition to as may otherwise be provided in this Agreement, any material default by the Contractor during the Warranty Period, the State may, by written notice to Contractor signed by the Project Administrator, terminate this Agreement. In event of such termination, the Contractor shall reimburse Department of all monies paid by Department to Contractor under this Agreement.

## 12. OTHER WARRANTIES

a) Contractor hereby warrants its ownership and/or marketing rights to the software license Deliverables. Unless stated otherwise in an Attachment, Contractor hereby warrants that a software Deliverable installed by Contractor, or installed by the Department in accordance with Contractor's instructions, shall function according to the Specifications on the Acceptance Date for such Deliverable, and that Contractor shall modify and/or replace such Deliverable as necessary to maintain ongoing reliability according to Section 9. SOFTWARE MAINTENANCE & SUPPORT. This latter warranty shall not apply to any software Deliverable deficiency caused by maintenance by a person other than the Contractor or its representative.

b) If the ongoing performance of the software Deliverable does not conform to Section 9. SOFTWARE MAINTENANCE & SUPPORT provisions of this Agreement, the Department shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a ten (10) calendar day cumulative cure period per twelve (12) month period to correct such deficiencies. If the cumulative number of days in a twelve (12) month period is exceeded, and said performance continues to be in nonconformance with said Section 9., the Contractor shall be in material default of this Agreement and the State at its option may thereupon:

- 1) In addition to the options listed below, if during the Warranty Period, terminate this Agreement in accordance with Subsection 12.c.
- 2) Request Contractor to replace said Deliverable at Contractor's expense with a functional Deliverable or competent service.
- 3) Terminate the Deliverable license or service without Department penalty, further obligation or financial liability. In the event of such termination, the Department shall be entitled to a refund of monies paid to the Contractor according to the following schedule:

- a. Termination of a lump-sum payment perpetual license:

Period that terminated Deliverable license has been in effect with Acceptance Date in:

1st - 12th month:	100% of license fee paid to be refunded
13th - 24th month:	75% of license fee paid to be refunded
25th - 36th month:	50% of license fee paid to be refunded
37th month and over:	25% of license fee paid to be refunded



- b. Termination of associated services or a periodic payment license or a lump-sum payment non-perpetual license:

All fees paid by the Department to the Contractor applicable to the period following default shall be refunded to the Department.

c) The Contractor neither excludes nor modifies the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables offered under the terms and conditions of this Agreement.

### **13. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS**

a) Contractor hereby grants the Department, at no additional cost, rights to copy and use any patented, copyrighted, licensed or proprietary software Deliverable solely in the pursuit of its own business interests. The Department shall promptly affix to any such copy a reproduction of the patent, copyright, license or proprietary rights information notice affixed to the original Deliverable. The Department shall maintain the confidentiality of any such Licensed Software Deliverable consistent with its privileged nature, and shall not divulge the Deliverable or make it available to any third party, except as may be noted elsewhere in this Agreement. This obligation survives termination of this Agreement.

b) Contractor agrees to indemnify, hold harmless and defend the State and any Department from and against any patent, copyright, license or proprietary rights infringement claim or proceeding pertaining to Department use of any software Deliverable, except where the Department modifies or adapts said Deliverable without Contractor consent. Contractor agrees to satisfy any final award arising from any said claim or proceeding. The State or the Department agrees to give Contractor prompt written notice of any impending said claim or proceeding, and agrees to Contractor's right to conduct any defense thereof.

c) In the event any software Deliverable becomes the actual or prospective subject of any said claim or proceeding, Contractor may, at its discretion:

- 1) Modify the Deliverable or substitute another equally suitable Deliverable (providing such alternative does not degrade the Department's Deliverable dependent performance capability)
- 2) Obtain for said Department the right to continued Deliverable use
- 3) If Deliverable use is prevented by injunction, take back the Deliverable and credit the Department for any charges unearned as a result of enjoined use as follows:

a. Where the license specified in the applicable Attachment is less than perpetual, Contractor shall promptly refund the Department the amount of the fees paid to the Contractor for the portion of the applicable term found to be infringing.

b. Where the license specified in the applicable Attachment is perpetual:

(1) Periodic Payment License: Contractor shall promptly refund the Department the amount of the fees paid to the Contractor for the portion of the applicable term found to be infringing.

(2) Lump-Sum Payment License: Contractor shall promptly refund the Department any Deliverable maintenance and support charges paid by the Department to the Contractor applicable to the infringement period plus a sum computed as follows:

Period that infringing Deliverable license has been in effect with Acceptance Date in:

1st - 12th month:

100% of license fee paid

13th - 24th month: 75% of license fee paid  
25th - 36th month: 50% of license fee paid  
37th month and over: 25% of license fee paid

d) Contractor shall have no liability for any infringement claim or proceeding based on the Department's use of a Deliverable for which it was neither designed nor intended and Contractor has provided written notification to said Department of such inappropriate use.

**14. CONFIDENTIALITY; NONDISCLOSURE**

a) All material and information provided to the Contractor by the State or acquired by the Contractor in performance of the Contract whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with federal and state statutes and regulations. The Contractor agrees that it is prohibited from releasing any and all information provided by the Department or providers or any information generated by the Contractor without the prior express written consent of the Department.

b) The Department shall exercise at least the same degree of care to safeguard any Licensed Software Deliverable as the Department does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software Deliverable nor any part thereof received by Department under this Agreement shall be disclosed for other than its own business interests. Such prohibition on disclosures shall not apply to disclosures by the Department to its employees or its representatives, provided such disclosures are reasonably necessary to Department's use of the Deliverable, and provided further that Department shall take all reasonable steps to insure that the Deliverable is not disclosed by such parties in contravention of this Agreement.

c) The Department shall use any Licensed Software Deliverable only in the pursuit of its own business interests. The State shall not sell, lease, license or otherwise transfer with or without consideration, any such Deliverable to any third party (other than those non-designated third parties that have need to know and agree to abide by the terms of this Section 15.) or permit any third party to reproduce or copy or otherwise use such Deliverable. The State will not create derivative works, translate, reverse engineer or decompile the Licensed Software Deliverable, in whole or in part, nor create or attempt to create, by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets of the Deliverable software.

d) Contractor hereby agrees that:

- 1) All Department information exposed or made available to Contractor or its representatives is to be considered confidential and handled as such.
- 2) Any such Department information is not to be removed, altered, or disclosed to others in whole or in part by Contractor and its representatives.
- 3) All Department security procedures shall be adhered to by Contractor and its representatives.

e) It is expressly understood and agreed that the obligations of this Section 15 shall survive the termination of this Agreement.

**15. DELIVERABLE REPLACEMENTS & UPGRADES**

a) The State may order replacement of any Deliverable license with any other Deliverable license then available to the State. Contractor shall provide the State with a discount or credit according to Contractor's policy then in effect or according to the credit shown below, whichever is greater:

- 1) Replacement Deliverable that was provided by the Contractor under a lump sum payment perpetual license

Period license of replaced Deliverable has been in effect starting with Acceptance Date:

1st - 12th month: 75% of license fee paid shall be credited toward fee for Replacement Deliverable

13th - 24th month: 50% of license fee paid shall be credited toward fee for Replacement Deliverable

25th - 36th month: 25% of license fee paid shall be credited toward fee for Replacement Deliverable

37th month and over: No credit toward fee for Replacement Deliverable

- 2) Replaced Deliverable that was provided by the Contractor under a periodic payment license:

License fee payments for a replaced Deliverable shall terminate on the Acceptance Date of the replacement Deliverable.

- 3) Replaced Deliverable that was provided by the Contractor under a lump-sum payment non-perpetual license:

There shall be a prorated adjustment of the license fee payment for a replaced Deliverable as of the Acceptance Date of the replacement Deliverable.

b) The license fee for any replacement Deliverable applies commencing on the Acceptance Date of such Deliverable.

c) Contractor shall keep current any installed Deliverable that it has supplied throughout its license term by delivering, at no cost or expense to a Department, the most current release of said Deliverable to the Department, provided that said Department has paid or will pay the most recent applicable annual maintenance charges.

#### **16. RISK OF LOSS & INSURANCE**

a) The Department shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverable is in transit to or from a Department installation site, or while in a Department's possession, except when such loss or damage is due directly to Department gross negligence.

b) In the event Contractor employees or agents enter premises occupied by or under control of a Department in the performance of their responsibilities, Contractor shall indemnify and hold said Department harmless from and defend it against any loss, cost, damage, expense or liability by reason of tangible property damage or personal injury, of any nature or any kind, caused by the performance or act of commission or omission of said employees or agents. Without limiting the foregoing, Contractor shall maintain public liability and property damage insurance within reasonable limits covering the obligations contained herein, and shall maintain proper workers' compensation insurance in accordance with Section 37. WORKERS' COMPENSATION.

#### **17. DELIVERABLE ALTERATIONS**

a) Alterations of any hardware Deliverable may be made only with the prior written consent of Contractor and/or manufacturer. Such consent shall not be unreasonably withheld or delayed and shall be provided without cost to customer or Department.

b) If any Deliverable Alteration interferes with the normal and satisfactory operation or maintenance and support of any Deliverable or increases substantially the costs of maintenance and support thereof or creates a safety hazard, the Department shall, upon receipt of written notice from Contractor, promptly restore the Deliverable to its pre-altered condition.

c) Any Alteration of a Licensed Software Deliverable by the Department without prior written consent of Contractor shall void the obligations of Contractor under Section 9. SOFTWARE MAINTENANCE & SUPPORT for the Deliverable. Contractor shall indicate in any prior written consent, which parts of the Deliverable being altered will continue to be subject to Section 9. SOFTWARE MAINTENANCE & SUPPORT and which will not. The State understands and agrees that Contractor may develop and market a new or substantially different product that either uses or performs all or part of the functions performed by an installed Deliverable or System. Nothing contained in this Agreement gives the State any rights, with respect to such new or different product, not granted to other product users.

#### **18. LIMITATION OF LIABILITY**

a) In no event shall either party be liable for special, indirect or consequential damages except as may otherwise be provided for in this Agreement.

b) Contractor shall indemnify, defend and hold harmless the Department and the State from and against all:

- 1) Actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened, whether at law or in equity in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this Agreement including, but not limited to, acts of commission or omission, (collectively, the "Acts") by the Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the Contractor is in privity of oral or written contract (collectively, "Contractor Parties")
- 2) Liabilities arising, directly or indirectly, in connection with this Agreement, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this Agreement
- 3) Damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury and/or property damage

#### **19. FORCE MAJEURE**

Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its reasonable control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

#### **20. SOURCE CODE ESCROW**

a) Contractor agrees to store their own intellectual property, at the expense of the Department, during the term of this Agreement at a third party site, as set forth in the pricing provided by the supplier, a copy of the most current source code, and any documentation and written instructions required to interpret said source code, for all Licensed Software Deliverables. Said third party site, source code, documentation and instructions will be affirmed to the Department in writing by Contractor

within fourteen (14) days of a request of the Department. Contractor shall immediately arrange for the surrender of such source code, documentation and instructions to Department:

- 1) If Contractor becomes insolvent or commits any act of bankruptcy or makes a general assignment for the benefit of creditors;

OR

- 2) If Contractor or its successors or assignees discontinues support of the Deliverables for any reason.

b) Contractor shall arrange so that the Department shall have the right at any time to contact the so identified third party and shall also arrange so the Department's audit personnel shall have full and free access to examine any such source code, documentation and written instructions for the purposes of ascertaining the existence of the source code and related documentation and instructions and for the verification of the continued validity of the instructions from the Contractor to the third party to release the source code, documentation and instructions to the Department under the circumstances specified in this section.

c) In no event shall a Department use the source code, documentation and written instructions for purposes other than satisfying Department needs. Title to any source code released to the State in compliance with this Section 21. shall remain with Contractor and the State shall continue to treat the released materials as valuable and proprietary trade secret information of Contractor in accordance with the terms of this Agreement, which terms shall expressly survive the termination or expiration of this Agreement. The State agrees that any released source code shall be used solely for the business purposes of Department and shall not be disclosed to any third party pursuant to this Agreement.

## **21. REMEDIES AND LIQUIDATED DAMAGES**

### **21.1. Understanding and Expectations**

The Contractor agrees and understands that the Department or the State may pursue contractual remedies for both programmatic and financial noncompliance. The Department, at its discretion, may impose or pursue one or more remedies for each item of noncompliance and will determine sanctions on a case-by-case basis. The Department's pursuit or non-pursuit of a tailored administrative remedy shall not constitute a waiver of any other remedy that the Department may have at law or equity. The remedies described in this Section are directed to the Contractor's timely and responsive performance of the Deliverables.

### **21.2. Administrative Remedies**

a) Contractor responsibility for improvement: The Department expects the Contractor's performance to continuously meet or exceed performance criteria over the term of this Agreement. Accordingly, Contractor shall be responsible for ensuring that performance for a particular activity or result that fails to meet the requirements of the Project Implementation Summary or this Agreement must improve within thirty (30) days of written notice from the Department regarding the deficiency.

b) Notification and interim response: If the Department identifies areas of Contractor performance that fail to meet performance expectations, standards, or schedules, but which, in the determination of the Department, do not result in a material delay in the implementation or operation of the System, the Department will notify Contractor of such deficiency or exception. Contractor shall within three (3) business days of receipt of written notice of such a non-material deficiency, provide the Department Project Manager a written response that

- 1) Explains the reasons for the deficiency, the Contractor's plan to address or cure the deficiency, and the date and time by which the deficiency will be cured, or
- 2) If Contractor disagrees with the Department's findings, its reasons for disagreeing with the Department's findings. Contractor's proposed cure of a non-material deficiency is subject to the approval of the Department. Contractor's repeated commission of non-material deficiencies or repeated failure to resolve any such deficiencies may be regarded by the Department as a material deficiency and entitle the Department to pursue any other remedy provided in this Agreement or any other appropriate remedy the Department may have at law or equity.

c) **Corrective Action Plan:** the Department may require the Contractor to submit to the Department a detailed written plan (the "Corrective Action Plan") to correct or resolve the deficiency. The Corrective Action Plan must provide a detailed explanation of the reasons for the cited deficiency, the Contractor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency. The Corrective Action Plan must be submitted within ten (10) business days following the request for the plan by the Department and is subject to approval by the Department, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all oral and written performance criteria. The acceptance of a Corrective Action Plan under this Section shall not excuse prior substandard performance, relieve Contractor of its duty to comply with performance standards, or prohibit the Department from assessing additional remedies or pursuing other approaches to correct substandard performance.

d) **Additional remedies:** the Department at its own discretion may impose one or more of the following remedies for each item of noncompliance or sub-standard performance and will determine the scope and schedule of the remedy on a case-by-case basis. Both Parties agree that a state or federal statute, rule, regulation or guideline will prevail over the provisions of this Section unless the statute, rule, regulation, or guidelines can be read together with this Section to give effect to both.

- 1) Corrective Action Plans
- 2) Additional, more detailed, financial, programmatic and/or ad hoc reporting by the Contractor, at no cost to the Department, to address performance issues
- 3) Pass-through of a proportional share of federal disallowances and sanctions/penalties imposed on the State and resulting from the Contractor's performance or non-performance under this Agreement
- 4) Assess liquidated damages pursuant to Section 22.3., below, and deduct such damages against Contractor payments as set-off

The Department will formally notify the Contractor of the imposition of an administrative remedy in accordance with paragraph (b) of this Section. Contractor is required to file a written response to such notification in accordance with paragraph (b) of this Section.

e) **Review of administrative remedies:** Contractor may request a review of the imposition of the foregoing remedies. Contractor must make the request for review in within ten (10) business days of receipt of written notification of the imposition of a remedy by the Department.

### 21.3. Liquidated Damages

The liquidated damages prescribed in this section are not intended to be in the nature of a penalty, but are intended to be reasonable estimates of the State's projected financial loss and damage resulting from the Contractor's nonperformance, including financial loss as a result of project delays. Accordingly, in the event Contractor fails to perform in accordance with this Agreement, the State may assess liquidated damages as provided in this Section.

a) Failure to Provide Deliverables: In the event the Contractor fails to provide Deliverables in accordance with the Project Implementation Summary, the State may assess a liquidated damage of \$1,000 each business day of such failure. Liquidated damages assessed pursuant to this paragraph shall not exceed five percent (5%) of all amounts then currently payable to Contractor, or \$5,000, whichever is greater

b) Failure to Return to Normal Operating Condition: In the event the System is not in normal operating condition for reasons other than those constituting Force Majeure, or the introduction of a software virus, and Contractor fails to return the System to normal operating condition, or activate interim manual operations as per the business and technical requirements, within four (4) hours following notification, the Department may assess a liquidated damage of \$1,000 per hour beyond the four (4) hours that the System is not in normal operating condition. If the inoperability of the System is caused by the introduction of a software virus, the damages specified in paragraph (c) of this section shall apply. Liquidated damages assessed pursuant to this paragraph shall not, for any given event where the System is not in normal operating condition, exceed 100% of all amounts then currently payable to Contractor, or \$60,000, whichever is greater

c) Introduction of Software Virus: In the event Contractor introduces any software virus into the System or any other Department or state or federal agency system, the Department may assess a liquidated damage of \$5,000 per incident. Should the software virus cause system downtime, failure to return the system to normal operating condition within four (4) hours will result in liquidated damages of \$5,000 per hour beyond the initial four hours. Should a software virus introduced by the Contractor cause any other State system downtime, this shall be considered a separate incident and liquidated damages will be assessed at a rate of \$5,000 per hour of downtime for each State system. Contractor shall additionally bear the cost of all claims, judgments, legal fees, and associated costs due to Contractor negligence, misconduct, security breach or any other cause hereunder that is directly attributable to the Contractor. Liquidated damages assessed pursuant to this paragraph shall not, for each event or incident, exceed 100% of all amounts then currently payable to Contractor, or \$300,000, whichever is greater

d) Contractor's Responsibility for Substandard Performance: The Contractor shall be responsible for ensuring that performance for a particular activity or result that falls below the Project Implementation Summary, or this Agreement, must improve within thirty (30) days of the first assessment of liquidated damages for that activity or result. In the event the Contractor's performance continues to be unacceptable following the assessment of a liquidated damage and implementation of a Corrective Action Plan, the Department may in its discretion impose a lump sum liquidated damage of \$10,000 for each month that the Contractor's performance fails to improve. This remedy shall be a separate remedy above and beyond any other remedies the Department may have at law or equity, including Termination.

e) Right to Terminate on Failure to Cure: If the Contractor fails to cure any noncompliance or nonperformance related to an assessment of liquidated damages, within five (5) POP days, the State may terminate this Agreement pursuant to the Termination sections, herein

f) Contractor responsibility for associated costs:

- 1) If the State terminates this Agreement pursuant to this Section, Contractor shall be responsible to the State for all costs incurred by the State that are reasonably attributable to the Contractor's non-compliance or substandard performance, including costs to replace the Contractor and procure related products and services
- 2) Contractor shall bear the cost of all claims, judgments, legal fees, and associated costs due to negligence, misconduct, security breach or any other cause that is directly attributable to the Contractor's performance under this Agreement

g) Cap on damages: Damages imposed pursuant to this Agreement shall not in the aggregate exceed 100% of the Total Project Cost of this Agreement

h) Method of Payment: The State may elect to assess a liquidated damage directly to the Contractor, or it may deduct amounts assessed as liquidated damages as set-off against payments then due to the Contractor or which become due at any time thereafter

## **22. TERMINATION OF AGREEMENT**

This Section 23. TERMINATION OF AGREEMENT shall become effective upon approval of this Agreement and shall survive until successful completion of the Warranty Period. During the time this Section 23. remains in force, this Agreement shall be subject to termination according to the following and as otherwise provided in this Agreement:

### **a) Mutual Agreement**

This Agreement may be terminated by mutual agreement, in writing, of the parties. The effective date of such termination and the responsibilities of the parties shall be set forth as a part of that Agreement.

### **b) Default by the Contractor**

The State may, by written notice to Contractor, signed by the Project Administrator, terminate the Contractor's right to proceed under this Agreement if the Contractor:

- 1) Materially fails to perform the services within the time specified or any extension thereof; or
- 2) So fails to make progress as to materially endanger performance specified in this Agreement in accordance with its terms; or
- 3) Otherwise fails to perform any other material provisions of this Agreement; provided, however, that in such event the State, through the Project Administrator, shall give the Contractor at least thirty (30) days' prior written notice

Termination for default at the option of the State shall be effective thirty (30) days after receipt of such notice, unless the Contractor corrects said failure(s) within thirty (30) days after receipt by the Contractor of such written notice. In the event of such Agreement termination, the Contractor shall reimburse Department of all monies paid by Department to Contractor under this Agreement and Contractor shall be liable to compensate the Department for any additional costs reasonably incurred by the Department in obtaining such services; provided that the failure to perform under this Agreement which results in termination pursuant to this Subsection 22.b. arises out of cause or causes other than those described in Section 20. FORCE MAJEURE.

### **c) Termination by the Project Administrator**

The Project Administrator, by sixty (60) days' prior written notice to the Contractor, may terminate performance of work under this Agreement, in whole or in part, when it is in the best



interest of the Department to do so. In the event of such termination, the Contractor will be compensated by Department for work performed prior to such termination date and for all reasonable costs to which the Contractor has, out of necessity, obligated itself as a result of this Agreement.

**23. TERMINATION OF PURCHASE ORDERS**

In addition to as otherwise may be provided in this Agreement, the Department may terminate early and without penalty, and without default on the part of the Contractor, any license or associated service on any Attachment by releasing Contractor from further responsibility to provide the Deliverable, under the following conditions:

**a) Termination in the Interest of Department**

Upon thirty (30) days' prior written notice to Contractor, a Department may terminate any service and/or applicable Purchase Order(s), in whole or in part, when it is in the best interest of the Department to do so. In the event such termination pertains to associated service, the Contractor will be compensated for all work performed prior to and including such termination date.

**b) Lack of Continued Funding**

Upon ninety (90) days' written notice to Contractor, a Department may terminate any Deliverable license or associated service as of the first day of the period for which sufficient funds to meet its obligations under this Agreement are not appropriated or allocated. The Department shall pay any Deliverable charges due prior to the non-funded period. If the necessary funding becomes available within ninety (90) days of such termination, Department and Contractor agree to resume said license or associated service, upon such funding becoming available, under the terms applicable to such license or associated service just prior to termination, unless such resumption is mutually declined.

Upon the termination of any such Deliverable license, the license and all other rights granted hereunder to the Department shall immediately cease, and said Department shall immediately upon receipt of written request from Contractor:

**a) Return the Deliverable to Contractor; and**

**b) Purge all copies of the Deliverable or any portion thereof from all PU's and from any computer storage medium or device on which the Department has placed Deliverable.**

**24. GENERAL PROVISIONS**

**a) Section headings and document titles used in this Agreement are included for convenience only and shall not be used in any substantive interpretation of this Agreement.**

**b) If any term or condition of this Agreement is decided by a proper authority to be invalid, the remaining provisions of the Agreement shall be unimpaired and the invalid provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision.**

**c) The terms of all Deliverable(s), maintenance service rates/pricing, and associated offerings in this Agreement are equivalent to or better than those for comparable Contractor offerings to any other state or local government customer under like terms and conditions. If during the life of this Agreement Contractor provides more favorable terms for said offerings to another such customer, this Agreement shall thereupon be deemed amended to provide same to the State.**

d) The failure at any time by either party to this Agreement to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any such provision shall not constitute a waiver of the provision itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.

e) In any case where the consent or approval of either party is required to be obtained under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.

f) This Agreement shall be deemed to have been made in the State of Connecticut and shall be governed in all respects by the laws of said State without giving effects to its conflicts of laws provisions.

g) The Department agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.

h) Except as may be otherwise provided for in this Agreement, the Department shall not assign, mortgage, alter, relocate or give up possession of any lease Deliverable or Licensed Software Deliverable without the prior written consent of Contractor.

i) If the Department desires to obtain a version of the Licensed Software Deliverable that operates under an operating system not specified in the Attachment, Contractor shall provide said Department with the appropriate version of the Deliverable, if available, on a 60-day trial basis without additional charge, provided a Department has paid all applicable maintenance and support charges then due. At the end of the 60-day trial period, a Department must elect one of the following three options:

- 1) Department may retain and continue to use the old version of the Deliverable and return the new version to Contractor and continue to pay the applicable license fee and maintenance and support charge for the old version;

OR

- 2) Department may retain and use the new version of the Deliverable and return the old version to Contractor, provided that any difference in the applicable license fee and maintenance and support charge for the new version and such fee and charge for the old version is paid or refunded to the appropriate party;

OR

- 3) Department may retain and use both versions of the Deliverable, provided Department pays Contractor the applicable license fees and maintenance and support charges for both versions of the Deliverable.

j) Contractor covenants and agrees that it will not, without prior written consent from the State, make any reference to the Department or the State in any of Contractor's advertising or news releases.

k) Any Deliverable developed under this Agreement shall be the sole property of the State and the State shall have sole proprietary rights thereto. Contractor acknowledges and agrees that any program, process, equipment, proprietary know-how or other proprietary information or technology (and all associated documentation) that is produced or is the result of Contractor's performance of any work under this Agreement shall be owned solely by the State upon creation and Contractor shall have no

rights in such property and Contractor agrees to execute any and all documents or to take any actions which may be necessary to fully effectuate the terms and conditions of this Section.

l) Notwithstanding the foregoing, the State grants Contractor rights to use, sell, distribute and incorporate within Contractors Deliverable base any and all programs, processes, proprietary know-how and other proprietary information or technology (and all associated documentation) that Contractor produces or that is the direct result of Contractor's performance of any work under this Agreement. Such rights will result in a royalty payment to the State in the amount of 40% of charges attributable to the sale of such portion of programs, processes, proprietary know-how and other proprietary information or technology (and all associated documentation) excepting therefrom any sale between Contractor and any Local, State, Federal Government, including agency or political subdivision thereof to which no charge will apply. This royalty payment will cease on the five-year anniversary date of this Agreement. Contractor will submit to the State an annual report itemizing such charges, if any, and accompanying the report with a check made payable to "Treasurer State of Connecticut" in the amount of the royalty fees due the State. Such report will be sent to the notice address in Section 28. COMMUNICATIONS of this Agreement.

m) Any forthcoming transactions against this Agreement shall be in accordance with applicable Connecticut statutes, if any, pertaining to the Department of Information Technology.

n) The following items are hereby incorporated into this Agreement by reference:

- 1) The RFP No. 03ITZ0440 issued on December 12, 2003.
- 2) Contractor Conference Questions and Answers dated \_\_\_\_\_, 20\_\_
- 3) Questions and Answers dated \_\_\_\_\_, 20\_\_
- 4) Contractor's Proposal in response to the State's RFP.

o) Neither Department nor Contractor shall employ an employee of the other party to this agreement for a period of one year after separation of that employee from the payroll of the other party or from the termination or expiration of this contract, whichever is later.

p) The Department, DOIT, the U.S. Attorney General, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor, which are directly pertinent to the work to be performed under this contract, for the purpose of making audits, examinations, excerpts and transcriptions.

q) Time is of the essence: In consideration of the time limits for compliance with State law and Department procedures, time is of the essence on the performance of the Services under this Agreement

## **25. ORDER OF PRECEDENCE**

In the event of conflict of terms and conditions between or among the RFP, the Contractor proposal and this Agreement, the order of precedence is:

- 1) This Agreement
- 2) The Contractor's Proposal in response to the State's RFP
- 3) Contractor Conference Questions and Answers dated \_\_\_\_\_, 20\_\_
- 4) The RFP

**26. YEAR 2000 AND OTHER DATE COMPLIANCE**

a) The Contractor warrants that the system as a whole and each component of it, as applicable, is compliant with Year 2000 (Y2K) and all other dates, as specified in the business and technical requirements of the RFP.

Notwithstanding any provision to the contrary in any Contractor warranty or warranties, the remedies available to the State under this Year 2000 warranty shall include repair or replacement of any element of the System whose non-compliance with the Year 2000 warranty is discovered and made known to the Contractor in writing. This warranty remains in effect through December 31, 2000 or 365 days following the Warranty Period of this agreement, whichever is later.

Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 compliance.

In addition, the Contractor warrants that elements of the System modified or remediated to achieve Year 2000 compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data. The Contractor warrants that Deliverables not being modified or remediated directly will remain unaffected with respect to their normal functioning or performance.

**27. COMMUNICATIONS**

Unless notified otherwise by the other party in writing, correspondence, notices, and coordination between the parties to this Agreement as to general business matters or the terms and conditions herein should be directed to:

State: Connecticut Department of Information Technology  
Contracts & Purchasing Division  
101 East River Drive  
East Hartford, CT 06108

Contractor: As stated in page one of this Agreement.

Details regarding Contractor invoices and all technical or day-to-day administrative matters pertaining to any Deliverable should be directed to:

Department: The individual specified in the applicable Purchase Order

Contractor: The individual designated by Contractor in the Proposal or other response to the RFP issued by the State.

Notices sent by United States mail with postage prepaid shall become effective when mailed.

**28. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS**

This section is inserted in this contract in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

a) For the purposes of this section:

1) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:

a. Who are active in the daily affairs of the enterprise

b. Who have the power to direct the management and policies of the enterprise

- c. Who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means the degree of diligence that a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements
  - 2) "Commission" means the commission on human rights and opportunities
  - 3) "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees
- b) The Contractor agrees and warrants that in the performance of the contract:
- 1) Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the work involved.
  - 2) In all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission.
  - 3) To provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each Contractor with which Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) To comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f.
  - 5) To provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to

employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

c) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

e) The Contractor shall include the provisions of Subsection b of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, Contractor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

f) The Contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

## **29. NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION**

This section is inserted in this contract in connection with Subsection (a) Section 4a-60a of the General Statutes of Connecticut, as revised.

a) The Contractor agrees and warrants that in the performance of the contract:

- 1) Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation
- 2) To provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each Contractor with which Contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment
- 3) To comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes
- 4) To provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56 of the general statutes.

b) The Contractor shall include the provisions of Subsection a of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, Contractor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

c) The Contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

**30. EXECUTIVE ORDER NO. THREE**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The Contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

**31. EXECUTIVE ORDER NO. SIXTEEN**

This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this contract may be canceled, terminated or suspended by the contracting agency for violation of or noncompliance with said Executive Order No. Sixteen.

The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting State shall have jurisdiction in providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts.

**32. EXECUTIVE ORDER NO. SEVENTEEN**

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor

Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

**33. REPORTS TO THE AUDITORS OF PUBLIC ACCOUNTS**

This contract is subject to the provisions of §4-61dd Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of this section, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi- public agency may request the Attorney General to bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) Contractor shall post a notice of the provisions of this section in a conspicuous place that is readily available for viewing by the employees of the Contractor.

**34. GENERAL STATUTES, SECTION 1-218**

This contract is subject to the provisions of the Connecticut general statutes § 1-218. Each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the general statutes.

**35. GENERAL STATUTES SECTION 4d-44**

This contract is subject to the provisions of Connecticut General Statutes § 4d-44 – Continuity of systems in event of expiration or termination of contract, amendment or subcontract or default of contractor or subcontractor. Contractor agrees to ensure continuity of the System and related services, in the event that work under this contract is transferred back to the State or transferred to a different contractor, upon the expiration or termination of the contract, subcontract or amendment or upon the default of the Contractor or subcontractor. Contractor provisions shall include, but not be limited to, (1) procedures for the orderly transfer to the State of (A) such facilities and equipment, (B) all software created or modified pursuant to the contract, subcontract or amendment, and (C) all public records, as defined in section 4d-33, which Contractor or subcontractor possesses or creates pursuant to such contract, subcontract or amendment, and (2) procedures for granting former State employees who were hired by Contractor or subcontractor the opportunity for reemployment with the State.

The parties agree to enter into an amendment to this contract as soon as practicable to set out the express terms to comply with the provisions of C.G.S. §4d-44.



36. WORKERS' COMPENSATION

Contractor agrees to carry sufficient workers' compensation and liability insurance in a company, or companies, licensed to do business in Connecticut, and furnish certificates if required.

37. ENTIRETY OF AGREEMENT

This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the provisions of the previously mentioned Deliverable Pricing Schedule, the Project Implementation Summary, the Project Implementation Schedule and any aforementioned Attachment do not contradict the provisions of Sections 1 through 37 of this Agreement, said documents are incorporated herein by reference and made a part hereof as though fully set forth herein. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

\*\*\*\*\*

THE REMAINDER OF THIS PAGE IS PURPOSELY LEFT BLANK

\*\*\*\*\*

---

**STATE OF CONNECTICUT REQUEST FOR PROPOSALS # 04ITZ0047**

**ATTACHMENT 6 INFORMATION PROCESSING SYSTEMS AGREEMENT PAGE 31 of 31**

---

**38. SIGNATURE PAGE OF AGREEMENT**

This Agreement is entered into by authority of Sections 4d-2, 4d-5 and 4d-8 of the General Statutes.

APPROVED:

FOR: \_\_\_\_\_

FOR: STATE OF CONNECTICUT

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

Elizabeth Petroni

TITLE: \_\_\_\_\_

Chief of Staff

Department of Information Technology  
duly authorized

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General of the State of Connecticut

DATE \_\_\_\_\_

	INITIAL COSTS	ANNUAL MNT	FIVE- YEAR	DISCOUNT % APPLIED	TOTAL
PROPOSED TEAM	0.00				0.00
SOFTWARE COSTS	0.00	0.00	0.00		0.00
SERVICES COSTS	0.00				0.00
OTHER COSTS	0.00	0.00	0.00		0.00
TOTALS	\$0.00	\$0.00	\$0.00		\$0.00

	PROPOSED VENDOR TEAM MEMBER NAME	PROJECT ROLE/ SKILLSET	HOURLY OR DAILY RATE	TOTAL HOURS OR DAYS COMMITTED ON-SITE	TOTAL OTHER HOURS OR DAYS COMMITTED TO PROJECT	OTHER	DISCOUNT % APPLIED	TOTAL COST
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
	TOTALS:			0	0			\$0.00

*Please add more lines if  
necessary*

ITEM	# OF DPW- REQ'D INITIAL SEATS	# OF DPW- REQ'D ADD'L SEATS	S/W RLSE #	LICENSE TYPE (unlimited users, concurrent, etc.) ALSO please indicate "INCL" if cost is part of Base S/W Product cost	NUMBER OF USERS PER LICENSE	S/W MODULE LICENSE COST	ANNUAL MAINT COSTS	OTHER	DISCOUNT % APPLIED	TOTAL FIVE- YEAR MNT COST PROJECTION
FULL EVALUATION COPY										
NAME OF BASE SOFTWARE PRODUCT BEING PROPOSED										
LEASE/PROPERTY MGMT MODULE	10									
SPACE MGMT	10									
ASSET MGMT		5								
MOVE MGMT		5								
MAINT/WORK ORDER MGMT		10								
WEB ACCESS	50									
STRATEGIC MGMT	5									
PHONE/TECH SPT										
OTHER:										
TOTALS:						\$0.00	\$0.00			\$0.00

PRODUCTS & SERVICES:	VENDOR PERSON ASSIGNED	HOURS/ DAYS FOR PILOT	HOURLY RATE	OTHER	DISCOUNT % APPLIED	TOTAL COST
PREPARATION & TRACKING OF PROJECT IMPLEMENTATION PLAN (USING MS PROJECT '98)						
PROJECT MANAGEMENT						
STATUS MEETINGS/REPORTS						
JAD SESSIONS, AS NECESSARY						
POLY-LINING OF PILOT SPACE DRAWINGS TO LEVEL OF DETAIL IDENTIFIED BY THE STATE DPW						
POLY-LINING OF ALL GROSS, NET USABLE, AND ASSIGNABLE SPACE FOR PILOT LOCATIONS						
LINKING ALL PILOT POLY-LINING TO THE DATABASE						
INSTALLATION OF REQUIRED EVALUATION SOFTWARE AND NEW HARDWARE (IF ANY) COMPONENTS						
IMPORTING DATA FROM WORKSTATION MGMT DATABASE (AND OTHERS IDENTIFIED BY DPW) INTO THE APPROP SPACE MGMT TABLES & FIELDS						
EXPORTING DATA FROM DATABASE TO DESTINATIONS IDENTIFIED BY DPW (PROOF)						
POPULATION OF ALL NECESSARY DATA INTO THE SPACE MGMT MODULE FOR PILOT, INCLUDING BUT NOT LIMITED TO SPACE IDENTIFICATION NUMBER, SPACE STANDARD, SPACE TYPE, ETC						
LINKING PERSONNEL TO SPACE IN DRAWINGS AND DATABASE						
POPULATING BOTH LEASE AND PROPERTY MGMT DATABASE						

PRODUCTS & SERVICES:	VENDOR PERSON ASSIGNED	HOURS/ DAYS FOR PILOT	HOURLY RATE	OTHER	DISCOUNT % APPLIED	TOTAL COST
LEASE AGREEMENT INFO DATA POPULATION						
POPULATION OF ALL APPL TABLES AND FIELDS CONTAINING LEASE AGREEMENT INFO, INCL BUT NOT LIMITED TO LEASE AGREEMENTS AND ABSTRACTS, GENERAL INFO, FINANCIAL INFO, TERMS, OPERATING EXPENSES, RENEWALS, BREAK OPTIONS, EXPANSION OPTIONS, CONTACTS, & ASSOC BUSINESS/WORKFLOW TRKG INFO (PROOF)						
POPULATION OF APPL TABLES & FIELDS CONTAINING LEASE MGMT INFO INCL BUT NOT LIMITED TO GENERAL INFO, SITE INFO, FINANCIAL INFO, AND COST INFO (PROOF)						
WEB COMPONENT INSTALL & CONFIG, INCL SETTING UP SEC USERS & GROUPS, PUBL OF REPORTS TO WEB SOLUTION, AND ESTABLISHING & DEMO'ING GRAPHICAL DRILLDOWN CAPABILITIES (PROOF)						
SETTING UP/CONFIGURING SOFTWARE SECURITY FOR PILOT						
ESTABLISHING & DOCUMENTING AUTO-CAD INTEGRATION STEPS						
PARKING ASSIGNMENT TABLE CREATION, IF NEED BE, AND POPULATION FOR PILOT						
IDENT AND CREATION OF NEW TABLES, FIELDS, ETC. (CUSTOMIZATION)						

PRODUCTS & SERVICES:	VENDOR PERSON ASSIGNED	HOURS/ DAYS FOR PILOT	HOURLY RATE	OTHER	DISCOUNT % APPLIED	TOTAL COST
IDENT AND ASSIST WITH MOD OF ANY EXISTING TABLES, FIELDS, REPORTS, ETC. (CUSTOMIZATION)						
POPULATION OF DATABASE						
DRAWING PREP FOR DATA LINKING						
LINKING DRAWINGS TO DB RECORDS						
OTHER NECESSARY SOFTWARE CUSTOMIZATION						
INQUIRY/REPORT DEVELOPMENT & EST OF NAMING CONVENTIONS & DOCUMENTATION						
PROVIDE FULL KNOWLEDGE TRANSFER TO STATE PERSONNEL FOR EACH S/W MODULE						
TRAINING PROGRAM DEVELOPMENT & IMPL						
OTHER						
TOTALS						0



ITEM	NAME OF HDWE OR S/W	MODEL OR VER/ RLSE #	LICENSING INFO	COST	# OF USERS SPTD	ANNUAL MNT COSTS	OTHER	DISCOUNT % APPLIED	FIVE- YEAR COST PROJECT ION
any <u>necessary</u> additional Hardware									
any <u>necessary</u> additional Software packages/licenses									
any <u>recommended/optional</u> additional hardware or software packages/licenses									
any <u>additional/optional</u> product software modules/components									
OTHER									
<b>TOTALS:</b>				<b>\$0.00</b>		<b>\$0.00</b>			<b>\$0.00</b>

**VENDOR ADMINISTRATIVE CHECKLIST**

Indicate “Yes” or “No” to the following:

1.	The Proposal was submitted on or before the submission deadline	
2.	The Envelopes or Boxes are properly sealed and marked	
3.	Costs have been submitted separately from the Technical Proposal	
4.	The Proposal was submitted in a box or boxes no larger than 18” x 12” x 10”	
5.	A Transmittal Letter has been included that contains all of the required elements	
6.	The CHRO forms have been completed and included (pages 4 & 5 of Attachment 5)	
7.	The Vendor Proposal Validation form has been completed as required, including an original signature and the Vendor’s FEIN	
8.	RFP Amendment face sheets, if any, have been signed and returned with the Proposal	
9.	A contact person has been listed, including a name, title , address, phone number and, e-mail address	
10.	The Proposal includes a Table of Contents	
11.	The page and text formats are in compliance with the RFP’s instructions	
12.	One (1) original hardcopy and eight (8) additional hardcopies of the Proposal were provided	
13.	Two (2) CD-ROM copies of the Proposal were provided	
14.	An Executive Summary was provided	
15.	The Business and Technical Proposal addresses the elements required in Attachment 3	

16.	Any deviations from Specifications have been clearly identified	
17.	A description of the firm, including an Annual Report (or unaudited financial statements) and relevant experience, has been included	
18.	The Proposal is properly cross-referenced	
19.	The three (3) required references have been included with names, addresses, phone numbers and e-mail addresses	
20.	An organizational chart has been included	
21.	Resumes for each proposed Project Staff have been provided as required	
22.	Any materials that the Vendor wishes to exclude from Freedom of Information have been clearly identified and submitted in a separate envelope	
23.	The Proposal is the sole property of the State of Connecticut	

**VENDOR NAME:** \_\_\_\_\_

**SUBMITTED BY:** \_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT**

**DATE:** \_\_\_\_\_

**Gift Affidavit to Accompany Bid or Proposal [on] for Large State Contracts,  
as defined in Section 2 of Public Act 04-245**

[Instructions: The following form is an affidavit that may be used by bidders or proposers on all large state contracts to comply with Public Act 04-245.]

I, \_\_\_\_\_, hereby swear that during the [two years]

Type/Print Name and Title

two-year period preceding the submission of this bid or proposal that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a gift as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), except the gifts listed below:

<u>Name of recipient of gift</u>	<u>Value of Gift</u>	<u>Date of Gift</u>	<u>Gift Description</u>
1. _____			
2. _____			
3. _____			

to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or proposal [whose name(s) has been provided to me by the state agency or quasi-public agency.]

Further, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal know of any action to circumvent this gift affidavit disclosure.

Sworn as true to the best of knowledge and belief subject to the penalties of false statement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public